

PLANNING COMMISSION

JUNE 11, 2018

6:30 O'CLOCK P.M.

AGENDA

1. Call to Order at 6:30
2. Minutes of the Previous Meetings – May 14, 2018
3. Public Hearing – Wilker Conditional Use Permit
 - a. 2010 Wilker CUP Information
 - b. 2018 Wilker CUP Information
4. Public Hearing – Ron Carlson Re-zone
5. Tyler Larsen variance discussion
6. Other Business
7. ADJOURN

MINUTES OF PLANNING COMMISSION MEETING
May 14, 2018

Pursuant to due call and notice thereof, a regular Planning Commission meeting was held at City Hall on the 14th day of May, 2018 at 6:30 PM

THE FOLLOWING MEMBERS WERE PRESENT: Commissioner Ferris, Commission Torkelson, Commissioner Tinsley and Commissioner Zelinske, Commissioner Burton and Commissioner Fitch and Commissioner Borgstrom.

THE FOLLOWING WERE ABSENT: None

THE FOLLOWING WERE ALSO PRESENT: Administrator Theresa Coleman, City Clerk Rappe, City Engineer Brandon Theobald, Brad Schieb- Hosington Koegler, Ron Kasel, Rich Massey-Massey Surveying, Nathan Campbell-DCI, Dan Egger, Doug Buck, Dorothy Larsen, Chris McKern, Matt Naatz, Tim O'Marro, Jason Wilker, Julie Nagorski, Steve and Linda Jurens, Martin and Silvia Ramirez, Mark and Ann Torkelson, Justin Haase, Jeff Patzke, Michael Nouch, Mark Dornkamp and Jackie and Earl Longendyke

CALL TO ORDER: Commissioner Ferris called the meeting to order at 6:30 PM.

MINUTES OF PREVIOUS PLANNING COMMISSION MEETING: Motion to Approve the April 9, 2018 minutes made by Commissioner Burton, second by Commissioner Zelinske with all voting Aye.

PUBLIC HEARING – COMPREHENSIVE PLAN

Brad Scheib from the Hosington-Koegler Group noted that an open house was held before the Planning meeting. Mr. Scheib gave an overview of the Comprehensive Plan. The plan looks, which includes a 20 year planning horizon, provides a foundation and structure for evaluating change. The community was engaged in a series of meetings and opportunities for online participation. The vision and guiding principles take into account past studies and current survey results. Parks, trail and sidewalks are a benefit in any community. Mr. Scheib emphasized that there are implementation and action steps to take once the Comprehensive Plan is approved.

Public Hearing Opened

No public comment

Close public hearing

Mr. Scheib has received a couple of action steps to consider adding; branding or promotional strategy and providing a forum for conversations about innovation to promote entrepreneurship.

Commissioner Burton stated that he has been part of the process since inception and thanks the community and Mr. Scheib; this is a significant step up from the previous Comprehensive Plan and hits on many points for this community. **Motion to Send the Comprehensive Plan to City Council for Approval made by Commissioner Burton, second by Commissioner Torkelson with All Voting Aye.**

PUBLIC HEARING – WILKER CONDITIONAL USE PERMIT – Administrator Coleman stated that Jason Wilker submitted a conditional use permit for a garden and nursery.

Public Hearing opened

Julie Nagorsky, Dewitt Law Firm, representing Jason Wilker – Ms. Nagorsky stated that Mr. Wilker has a current Conditional Use Permit for the property on 8th Avenue. The current Conditional Use Permit provides that no additional commercial structures will be allowed on the property. In her opinion there is nothing in the current CUP that limits his ability to make additions or modifications to the existing building. Ms. Nagorsky is asking to extend the 60 day rule. Administrator Coleman noted that the Planning Commission could provide a 60 day extension.

Public Hearing Closed

Motion to Grant the Extension of the 60 days for the Conditional Use Permit made by Commissioner Zelinske, second by Commissioner Borgstrom with All Voting Aye.

Commissioner Burton asked about a committee process to address Ms. Nagorsky's concerns. Administrator Coleman stated the City Attorney will listen to the tape and get back with Attorney Nagorski.

KASEL PRELIMINARY PLAT REVISIONS

Rich Massey noted that there are permitted uses in the floodplain and that Mr. Kasel would be dedicating Outlot R to the City. Commissioner Zelinske asked if Outlot S would be dedicated to the City for park/trail. Administrator Coleman stated that there are three options; 1) not allow the subdivision, 2) allow the subdivision with Outlots Q, R and S (without adjacent residential parcels) dedicated to the City for park/trail, or 3) allow the subdivision with a conservation area. Administrator Coleman noted that the proposed trail along the railroad tracks doesn't follow the City trail plan. Mr. Massey stated that the City could offer to buy the parkland.

Commissioner Zelinske stated that at the last meeting there was confusion among the homeowners that Mr. Kasel needed clear up. Mr. Kasel stated that he has talked to all the owners. Commissioner Tinsley asked for clarification regarding access to Outlots not purchased by adjacent property owners. Mr. Kasel stated that the majority of the neighbors are interested in buying; if not, he will retain ownership. City Engineer Theobald stated that the Comprehensive Plan includes recommendations for the trail; noting that the trail need to go to the north to comply with the trail map. Engineer Theobald stated that the Commission could reject the preliminary plat because most of the lots are not buildable. He added that an environmental corridor document would be the way to preserve the corridor for a future trail. Commissioner Zelinske stated that grading issues are going to come up no matter where the trail goes. He noted that a 20 foot right of way for future bike path will allow for turning the path north when the land to the east is platted. Commissioner Burton would accept the 20 foot easement along railroad tracks and would like to see a first right of refusal on Outlots S and Q. Commissioner Fitch would prefer to see it follow the creek but is ok with it along the railroad tracks. In response to Commissioner Torkelson, Engineer Theobald stated that even a 20 foot easement may not be enough with the grading. Commissioner Tinsley noted that the plat presents a potential land lock situation. Commissioner Borgstrom believes the deed restrictions should be part of a public hearing. Mr. Massey stated that there are a couple of the lots that are outside of the 100 year flood plain.

Jackie Longendyke - 1002 3rd St NE, stated that this should be a public hearing because more information has been given out. She noted City Code 153.070. Engineer Theobald stated the

section of the Code was included in the staff review and the Commission could rejected the plat on that basis.

Commissioner Burton referred to Ordinance 152.054 G.1. Commissioner Tinsley noted Ordinance 153.004, the statement of purpose and, 153.002 and 153.070, including the interpretation of unsuitable.

Motion to Approve the Preliminary Plat as Presented with Deed Restrictions as presented by the Applicant with First Right of Refusal on Outlots S and Q to be recorded at Final Plat and to be Reviewed by City Attorney for Clarification made by Commissioner Zelinske, second by Commissioner Borgstrom with All Voting Aye.

OTHER BUSINESS

None

ADJOURN 8:24PM

ATTEST:

Linda Rappe
City Clerk

Theresa Coleman
Zoning Administrator/City Administrator

May 15, 2018

Julie N Nagorski
DeWitt Mackall Crounse & Moore s.c. Law Firm
2100 AT&T Tower
901 Marquette Avenue
Minneapolis, MN 55402-3713

Re: Jason Wilker Conditional Use Permit 60 day extension

Dear Ms. Nagorski,

The City of Kasson is providing written notice of the 60 day extension to Minnesota's 60-day rule to accommodate your request. The Kasson Planning Commission will hold a public hearing on June 11, 2018 in order to provide an opportunity for citizens to be heard.

The Kasson Planning Commission will take action on the Conditional Use Permit request no later than July 9, 2018 with a recommendation presented to the City Council no later than July 11, 2018.

Respectfully,

Theresa Coleman
City Administrator

Conditional Use Permit 2010-2

Issued March 24, 2010

Conditions on Granting Conditional Use Permit

1. That no additional commercial structures will be allowed on the property.
 - On 3-7-18, a building permit application was denied consistent with this condition.
2. That, at a minimum, 60% of the entire lot be planted and maintained in trees, shrubs, or other plants in a density certified as appropriate by the City Forester.
 - On 1-8-2018. Attorney Nagorski, on behalf of Jason Wilker, provided an aerial photograph showing landscape materials and open space. Recent photos are included.
3. That the applicant shall install and maintain a buffer along the south and west sides of the property prior to commencing operations.
 - Recent photo included; also see SW Corner photo under #2.
4. That the applicant acknowledges that any additional lighting installed on the property will require a separate conditional use permit.
5. That no overnight, outside storage of equipment will be permitted on the property.
 - Recent photos included.
6. That hours of operation shall be limited to 7:00 am to 9:00 p.m.
7. That outside storage and/or display of landscaping material shall be allowed only north of the existing structure.
 - Imagery included; also see South Property Line #3.
8. That the operator must have a valid nursery license prior to beginning operation.
 - Nursery Stock Dealer Certificate obtained on 5-2-2018
 - Nursery Stock Grower defined as ... a person who raises, grows, or propagates nursery stock
 - Current on site signage reads "Retaining Walls and Pavers"



WEBER, LETH & WOESSNER, PLC
Attorneys

Melanie J. Leth
Timothy A. Woessner
Brian L. Weber, of Counsel
Attorneys

Lindsay C. Saxton
Nicole J. Frey
Paralegals

January 2, 2018

City of Kasson
Interim Zoning Administrator
401 5th Street SE
Kasson, MN 55944

RE: Wilker building permit for 62847 240th Avenue, Kasson
Part of the SE 1/4, Section 29, Township 107 North, Range 16 West
Dodge County, Minnesota

Ms. Coleman:

I have been asked to give a legal opinion with regards to Jason Wilker's request to expand a currently existing structure on the above-referenced property.

Background

Mr. Wilker owns property in the City of Kasson located at 62847 240th Avenue. He purchased the property via Warranty Deed from Bigelow-Voigt Development LLC, dated June 3, 2010. At some point prior to Wilker's purchase, two separate parcels of property were combined to create the property purchased by Wilker. The property was annexed into the City at the time of Wilker's purchase and is zoned R-1, Single Family Residential District.

A few months before Wilker's purchase, on January 11, 2010, Bigelow-Voigt Development, LLC, as the owner of the property, applied for a Conditional Use Permit on Wilker's behalf to allow him to operate a nursery and landscaping business on the property. It appears that the Conditional Use Permit was granted¹

¹ The Conditional Use Permit was never recorded. However, the failure to record a Conditional Use Permit has no effect upon its validity or enforceability pursuant to Minn. Stat. §462.36.

to allow the operation of the nursery and landscaping business on the property and in the existing structure, subject to a number of conditions including the following:

- 1) that no additional commercial structures be allowed on the property;
- 2) that 60% of the entire lot be planted and maintained in trees, shrubs, or other plants; and
- 3) that the operator have a valid nursery license prior to beginning operations.

Wilker now desires to expand the existing structure located on the property by constructing a 32 foot x 54 foot addition thereon. On December 13, 2017, Wilker requested the City Council approve a building permit to allow him to proceed with such expansion. The matter was referred to the Planning and Zoning Commission for recommendation.

Opinion

First, it is unclear whether Wilker has properly applied for a building permit. Pursuant to City Ordinance §150.05(B), application for a building permit shall be made to the City Administrator, accompanied by a plan, drawn to scale, showing the dimensions of the building to be erected. To my knowledge, no such application has been submitted. Furthermore, the City's Building Official, not the City Council, would be the appropriate entity to issue the building permit, if the application were approved.

Second, before granting such a building permit, the City should determine whether Wilker is complying with the conditions imposed upon him by his Conditional Use Permit. The first condition listed on the permit is "that no additional commercial structures will be allowed on the property." In my opinion, expanding the footprint of the existing building, especially by such a significant area (more than 1,700 square feet), constitutes allowing "an additional commercial structure" on the property, and would therefore directly conflict with this condition of his Conditional Use Permit.

It would also be important to determine whether Wilker is complying with the other conditions of his Conditional Use Permit. The next condition listed is "that 60% of the entire lot be planted and maintained in trees, shrubs, or other plants," and the last condition listed on the permit is "that the operator have a valid nursery license prior to beginning operations." The City had the authority to grant Wilker a Conditional Use Permit in 2010 because his non-conforming use of the residentially-zoned property as a nursery was an allowed conditional use of the property in the R-1 district pursuant to City Ordinance §154.147(H). However, if Wilker is not actually operating as a nursery, Wilker's use of the property may no

longer be an allowed conditional use of the property pursuant to the ordinance, and Wilker's conditional use permit could be revoked.

In conclusion, Wilker's request for the building permit directly conflicts with a condition set forth in his conditional use permit and therefore should be denied. To pursue the matter further, Wilker would need to request a new conditional use permit pursuant to City Ordinance §154.029 since the ordinances do not outline any procedure for amending a Conditional Use Permit.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

WEBER, LETH & WOESSNER, PLC

A handwritten signature in cursive script, appearing to read 'MLeth', is written in black ink.

Melanie J. Leth









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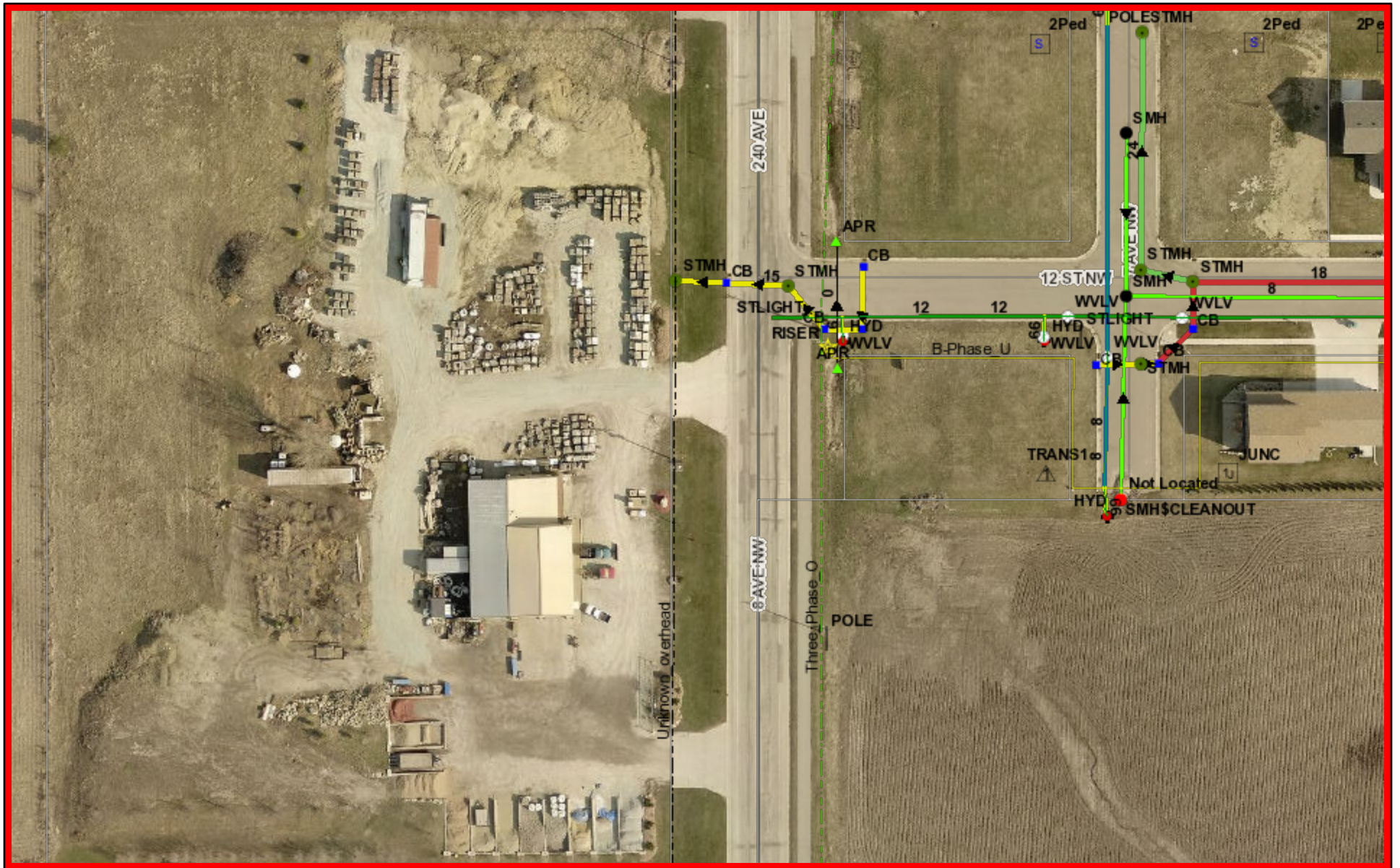
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
















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ArcGIS WebMap



April 27, 2018

Electric Point											
	2J		3PH		SG		3 Phase riser		Siren		Pole (City of Kasson)
	1J		2PH		FC		Single Phase Riser		unknown		Switch
	1PH		3J		S		Secondary Riser		Open Circuit		StreetLight

NPGS

ArcGIS WebApp Builder

[Print](#)

Kasson, MN Code of Ordinances

§ 154.060 BUFFERYARDS AND SCREENING.

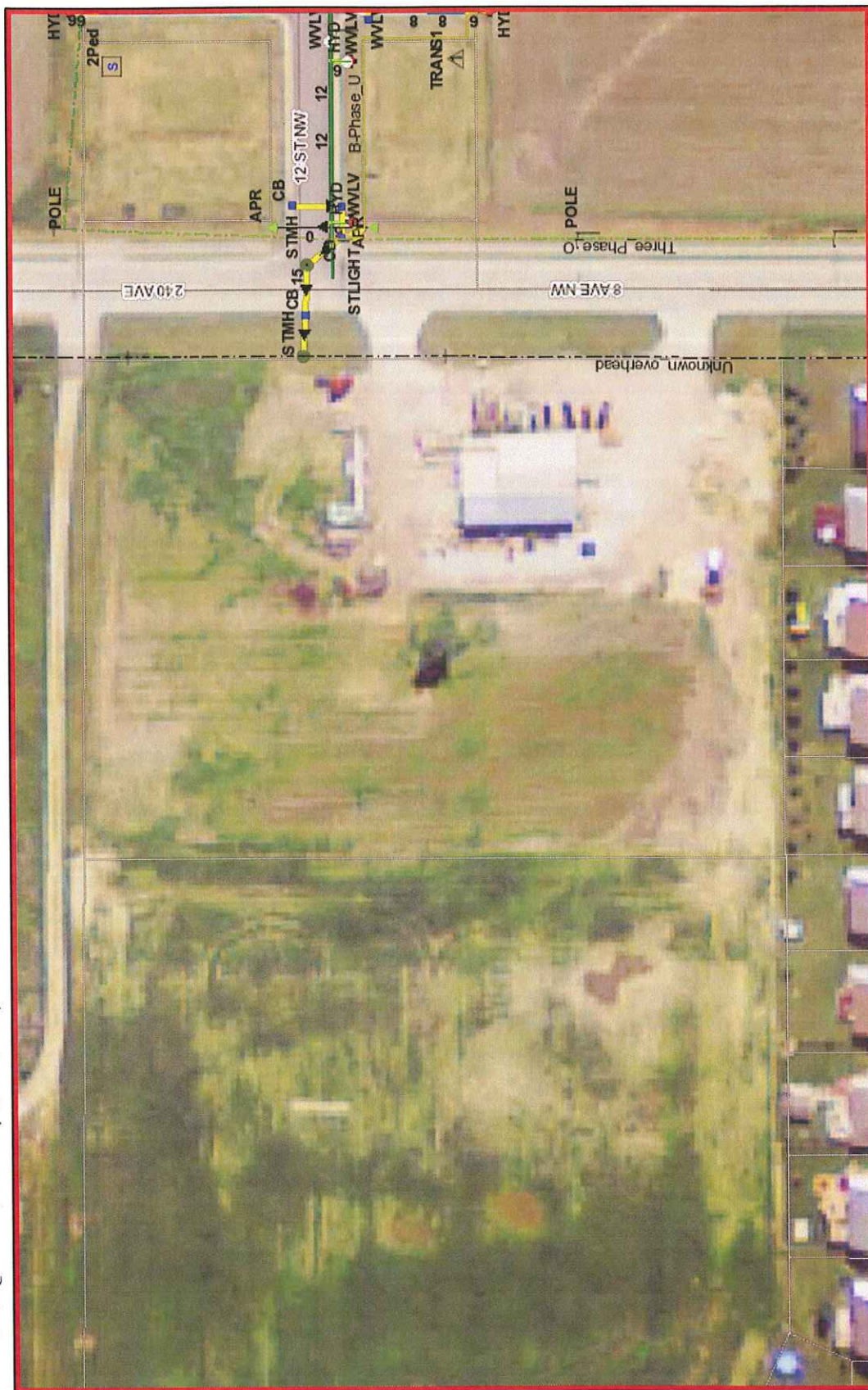
Bufferyards when required shall include plantings of coniferous trees and other evergreens not less than three feet in height and spaced not less than eight feet apart; the remaining shall be planted in grass and maintained and kept free of debris. Alternative bufferyard plantings may be submitted to the city for consideration, and upon approval shall be considered an acceptable alternative. Berming or additional plantings may be required in addition when deemed necessary by the city. Fencing may be required in addition to plantings, but shall not in any case be considered acceptable in place of plantings.

(Prior Code, § 24-39) (Ord. 728, passed - -)









May 9, 2018

Electric Point

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ArcGIS WebApp Builder

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License Number: 20195897

License Type: [NURSERY STOCK DEALER CERTIFICATE](#)

NAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTY	PHONE	RELATIONSHIP
WILKER JASON J DBA J WILKER RETAINING	1103 8TH AVE NW		KASSON	MN	55944	DODGE	(507) 208-1819	CERTIFICATE HOLDER

License Period

INITIAL DATE	STARTS	ENDS
05/02/2018	05/02/2018	12/31/2018

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License Number: 20093292

License Type: [NURSERY STOCK DEALER CERTIFICATE](#)

NAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTY	PHONE	RELATIONSHIP
JASON WILKER RETAINING WALLS & PAVERS	600 4TH ST NE		BYRON	MN	55920	OLMSTED	(507) 775-7800	CERTIFICATE HOLDER

License Period

INITIAL DATE	STARTS	ENDS
05/03/2006	01/17/2007	12/31/2007

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18H.02 DEFINITIONS.

Subdivision 1. **Scope.** The definitions in this section apply to this chapter.

Subd. 2. **Agent.** "Agent" means a person who, on behalf of another person, receives on consignment, contracts for, or solicits for sale on commission, a plant product from a producer of the product or negotiates the consignment or purchase of a plant product on behalf of another person.

Subd. 3. **Annual.** "Annual" means a plant growing in Minnesota with a life cycle of less than one year.

Subd. 4. **Certificate.** "Certificate" means a document authorized or prepared by a federal or state regulatory official that affirms, declares, or verifies that a plant, product, shipment, or other officially regulated item meets phytosanitary, nursery inspection, pest freedom, plant registration or certification, or other legal requirements.

Subd. 5. **Certification.** "Certification" means a regulatory official's act of affirming, declaring, or verifying compliance with phytosanitary, nursery inspection, pest freedom, plant registration or certification, or other legal requirements.

Subd. 6. **Certified nursery stock.** "Certified nursery stock" means nursery stock which has been officially inspected by the commissioner and found apparently free of quarantine and regulated nonquarantine pests or significant dangerous or potentially damaging plant pests.

Subd. 7. **Commissioner.** "Commissioner" means the commissioner of agriculture or the commissioner's designated employee, representative, or agent.

Subd. 8. **Consignee.** "Consignee" means a person to whom a plant, nursery stock, horticultural product, or plant product is shipped for handling, planting, sale, resale, or any other purpose.

Subd. 9. **Consignor.** "Consignor" means a person who ships or delivers to a consignee a plant, nursery stock, horticultural product, or plant product for handling, planting, sale, resale, or any other purpose.

Subd. 10. **Container-grown.** "Container-grown" means a plant that was produced from a liner or cutting in a container.

Subd. 11. **Department.** "Department" means the Minnesota Department of Agriculture.

Subd. 12. **Distribute.** "Distribute" means offer for sale, sell, barter, ship, deliver for shipment, receive and deliver, offer to deliver, receive on consignment, contract for, solicit for sale on commission, or negotiate the consignment or purchase in this state.

Subd. 12a. **Dormant.** "Dormant" means nursery stock without etiolated growth.

Subd. 12b. **Etiolated growth.** "Etiolated growth" means bleached and unnatural growth resulting from the exclusion of sunlight.

Subd. 12c. **Individual.** "Individual" means a human being.

Subd. 13. **Infected.** "Infected" means a plant that is:

- (1) contaminated with pathogenic microorganisms;
- (2) being parasitized;
- (3) a host or carrier of an infectious, transmissible, or contagious pest; or

(4) so exposed to a plant listed in clause (1), (2), or (3) that one of those conditions can reasonably be expected to exist and the plant may also pose a risk of contamination to other plants or the environment.

Subd. 14. **Infested.** "Infested" means a plant has been overrun by plant pests, including weeds, or contains or harbors plant pests in a quantity that may threaten other plants.

Subd. 15. [Repealed, 1Sp2005 c 1 art 1 s 98]

Subd. 16. **Mark.** "Mark" means an official indicator affixed by the commissioner for purposes of identification or separation to, on, around, or near plants or plant material known or suspected to be infected with a plant pest. This includes, but is not limited to, paint, markers, tags, seals, stickers, tape, ribbons, signs, or placards.

Subd. 16a. **Nonhardy.** "Nonhardy" means a plant that cannot be expected to survive or reliably produce flowers and fruit in average minimum winter temperatures at the growing site as determined by the commissioner based upon independent field trials and industry input represented by the United States Department of Agriculture Plant Hardiness Zone designations.

Subd. 17. **Nursery.** "Nursery" means a place where nursery stock is grown, propagated, collected, or distributed, including, but not limited to, private property or property owned, leased, or managed by any agency of the United States, Minnesota or its political subdivisions, or any other state or its political subdivisions where nursery stock is fumigated, treated, packed, or stored.

Subd. 18. **Nursery certificate.** "Nursery certificate" means a document issued by the commissioner recognizing that a person is eligible to sell, offer for sale, or distribute certified nursery stock at a particular location under a specified business name.

Subd. 19. [Repealed, 1Sp2005 c 1 art 1 s 98]

Subd. 20. **Nursery stock.** "Nursery stock" means a plant intended for planting or propagation, including, but not limited to, trees, shrubs, vines, perennials, biennials, grafts, cuttings, and buds that may be sold for propagation, whether cultivated or wild, and all viable parts of these plants. Nursery stock does not include:

- (1) field and forage crops or sod;
- (2) seeds;
- (3) vegetable plants, bulbs, or tubers;
- (4) cut flowers, unless stems or other portions are intended for propagation;
- (5) annuals; or
- (6) Christmas trees.

Subd. 21. **Nursery stock broker.** "Nursery stock broker" means a nursery stock dealer engaged in the business of selling or reselling certified nursery stock as a business transaction without taking ownership or handling the nursery stock.

Subd. 22. **Nursery stock dealer.** "Nursery stock dealer" means a person involved in the acquisition and further distribution of certified nursery stock; the utilization of certified nursery stock for landscaping or purchase of certified nursery stock for other persons; or the distribution of certified nursery stock with a mechanical digger, commonly known as a tree spade, or by any other means. A person who purchases more than half of the certified nursery stock offered for sale at a sales location during the current certificate year

is considered a nursery stock dealer rather than a nursery stock grower for the purposes of determining a proper fee schedule. Nursery stock brokers, landscapers, and tree spade operators are considered nursery stock dealers for purposes of determining proper certification.

Subd. 23. **Nursery stock grower.** "Nursery stock grower" includes, but is not limited to, a person who raises, grows, or propagates nursery stock, outdoors or indoors. A person who grows more than half of the certified nursery stock offered for sale at a sales location during the current certificate year is considered a nursery stock grower for the purpose of determining a proper fee schedule.

Subd. 24. **Owner.** "Owner" includes, but is not limited to, the person with the legal right of possession, proprietorship of, or responsibility for the property or place where any of the articles regulated in this chapter are found, or the person who is in possession of, proprietorship of, or has responsibility for the regulated articles.

Subd. 24a. **Packaged stock.** "Packaged stock" means bare root nursery stock packed with the roots in moisture-retaining material encased in plastic film or other material designed to hold the moisture-retaining material in place.

Subd. 25. **Person.** "Person" means an individual, firm, corporation, partnership, association, trust, joint stock company, unincorporated organization, the state, a state agency, or a political subdivision.

Subd. 26. **Place of origin.** "Place of origin" means the county and state where nursery stock was most recently certified or grown for at least one full growing season.

Subd. 27. **Plant.** "Plant" means a plant, plant product, plant part, or reproductive or propagative part of a plant, plant product, or plant part, including all growing media, packing material, or containers associated with the plants, plant parts, or plant products.

Subd. 28. **Plant pest.** "Plant pest" means a biotic agent that causes or may cause harm to plants.

Subd. 28a. **Pollinator lethal insecticide.** "Pollinator lethal insecticide" means an insecticide absorbed by a plant that makes the plant lethal to pollinators. Pollinator lethal insecticide includes, but is not limited to, the neonicotinoid class of insecticides that affect the central nervous system of pollinators and may cause pollinator paralysis or death.

Subd. 29. **Public nuisance.** "Public nuisance" means:

(1) a plant, appliance, conveyance, or article that is infested with plant pests that may cause significant damage or harm; or

(2) premises where a plant pest is found.

Subd. 30. **Quarantine.** "Quarantine" means an enforced isolation or restriction of free movement of plants, plant material, animals, animal products, or any article or material in order to treat, control, or eradicate a plant pest.

Subd. 31. **Regulated nonquarantine pest.** "Regulated nonquarantine pest" means a plant pest that has not been quarantined by state or federal agencies and whose presence in plants or articles may pose an unacceptable risk to nursery stock, other plants, the environment, or human activities.

Subd. 32. **Sales location.** "Sales location" means a fixed location from which certified nursery stock is displayed or distributed.

Subd. 32a. **Sod.** "Sod" means the upper portion of soil that contains the roots of grasses and the living grass plants.

Subd. 33. **Tree spade.** "Tree spade" means a mechanical device or machinery capable of removing nursery stock, root system, and soil from the planting in one operation.

Subd. 34. **Tree spade operator.** "Tree spade operator" means a person who uses a tree spade to dig, sell, offer for sale, distribute, or transport certified nursery stock.

Subd. 35. **Tropical plant.** "Tropical plant" means a plant that has a United States Department of Agriculture hardiness zone designation of zone 6 or greater, or an annual minimum hardiness temperature of -9 degrees Fahrenheit.

History: 2003 c 128 art 5 s 1; 1Sp2005 c 1 art 1 s 41-46; 2009 c 94 art 1 s 69-72; 2012 c 244 art 1 s 11,12; 2014 c 299 s 1; 1Sp2015 c 4 art 2 s 15-17

18H.05 NURSERY CERTIFICATE REQUIREMENTS.

(a) No person may offer for sale or distribute certified nursery stock as a nursery stock grower or dealer without first obtaining the appropriate nursery stock certificate from the commissioner. The commissioner may not issue a certificate to a person who does not sell certified nursery stock. Certificates are issued solely for these purposes and may not be used for other purposes.

(b) A certificate issued by the commissioner expires on December 31 of the year it is issued.

(c) A person required to be certified by this section must apply for a certificate or for renewal on a form furnished by the commissioner which must contain:

(1) the name and address of the applicant, the number of locations to be operated by the applicant and their addresses, and the assumed business name of the applicant;

(2) if other than an individual, a statement whether a person is a partnership, corporation, or other organization;

(3) the type of business to be operated and, if the applicant is an agent, the principals the applicant represents; and

(4) source or sources of purchased nursery stock.

(d) No person may:

(1) falsely claim to be a certified dealer, grower, broker, or agent;

(2) make willful false statements when applying for a certificate; or

(3) sell or distribute certified nursery stock to an uncertified nursery stock dealer who is required to be certified or nursery stock grower.

(e) Each application for a certificate must be accompanied by the appropriate certificate fee under section 18H.07.

(f) Certificates issued by the commissioner must be prominently displayed to the public in the place of business where certified nursery stock is sold or distributed.

(g) The commissioner may refuse to issue a certificate for cause.

(h) Each grower or dealer is entitled to one sales location under the certificate of the grower or dealer. Each additional sales location maintained by the person requires the payment of the full certificate fee for each additional sales outlet.

(i) A grower who is also a dealer is certified only as a grower for that specific site.

(j) A certificate is personal to the applicant and may not be transferred. A new certificate is necessary if the business entity is changed or if the membership of a partnership is changed, whether or not the business name is changed.

(k) The certificate issued to a dealer or grower applies to the particular premises named in the certificate. However, if prior approval is obtained from the commissioner, the place of business may be moved to the other premises or location without an additional certificate fee.

(l) A collector of nursery stock from the wild is required to obtain a dealer's certificate from the commissioner and is subject to all the requirements that apply to the inspection of nursery stock. All collected nursery stock must be labeled as "collected from the wild."

History: 2003 c 128 art 5 s 4; 1Sp2005 c 1 art 1 s 47

62847

207.775.7600
WILDER
RESTAURANT, BAKERY & PATISSERIE

CITY OF KASSON CONDITIONAL USE PERMIT

Conditional Use Permit Number: 2010-2

Date of Hearing: March 8, 2010

Date Approved: March 24, 2010

Owner: Bigelow-Voigt Land Development

Address: 62847 240th Ave NW
Kasson, MN 55944

Property Description: 4.81 acres of the SE ¼ of Section 29 Township 107 Range 16
Dodge County

After conducting a hearing in the matter of granting a Conditional Use Permit under the provisions of the Zoning Ordinance of the City of Kasson;

THE CITY COUNCIL HEREBY GRANTS said Conditional Use Permit to Bigelow-Voigt Land Development to allow the operation of a nursery and landscaping business on the property and in the existing structure:

- 3) That no additional commercial structures will be allowed on the property.
- 4) That, at a minimum, 60 % of the entire lot be planted and maintained in trees, shrubs, or other plants in a density certified as appropriate by the City Forester.
- 3) That the applicant shall install and maintain a buffer along the south and west sides of the property prior to commencing operations.
- 4) That the applicant acknowledges that any additional lighting installed on the property will require a separate conditional use permit.
- 5) That no overnight, outside storage of equipment will be permitted on the property.
- 6) That hours of operation shall be limited to 7:00 am to 9:00 pm.
- 7) That outside storage and/or display of landscaping materials shall be allowed only north of the existing structure.
- 8) That the operator must have a valid nursery license prior to beginning operations.

Special Conditions on Granting Conditional Use Permit

- 1) That no additional commercial structures will be allowed on the property.
- 2) That, at a minimum, 60 % of the entire lot be planted and maintained in trees, shrubs, or other plants in a density certified as appropriate by the City Forester.
- 3) That the applicant shall install and maintain a buffer along the south and west sides of the property prior to commencing operations.
- 4) That the applicant acknowledges that any additional lighting installed on the property will require a separate conditional use permit.
- 5) That no overnight, outside storage of equipment will be permitted on the property.
- 6) That hours of operation shall be limited to 7:00 am to 9:00 pm.
- 7) That outside storage and/or display of landscaping materials shall be allowed only north of the existing structure.
- 8) that the operator must have a valid nursery license prior to beginning operation.

Findings of Fact for Approval or Denial

1. The use will not create an excessive burden on existing parks, schools, streets and other public facilities which serve or are proposed to serve the area.

The use will not create demands on parks or schools as it is not a residential use. The use may add slightly to the traffic in the area, but, as the existing traffic on 8th Ave. NW is 1,110 ADT, it is unlikely that the increase will be significant or noticeable.

2. The use will be sufficiently compatible or separated by distance or screening from adjacent residentially zoned or used land so that existing homes will not be depreciated in value and there will be no deterrence to development of vacant land.

As "Nurseries" are specifically included as a permitted Conditional Use in the R-1 District, it has been found that the use is sufficiently compatible as to be allowed adjacent to residential properties. The existing structure is at least 100 feet from any residential property and will be screened as a Condition of this permit. As the plantings are, by definition, removable, it is unlikely that development of vacant land will be deterred by this Permit.

3. The structure and site shall have an appearance that will not have an adverse affect upon adjacent residential properties.

As a commercial enterprise in the business of improving the appearance of property, it can be assumed that, if anything, the structure and site will have an improved appearance with the addition of trees and shrubs to the site.

4. The use, in the opinion of the City, is reasonably related to the overall needs of the City and to the existing land use.

Compatible commercial development has been identified as an overall need of the City. And, as the operation of a Nursery is listed as a permitted Conditional Use on the District, it must be considered as being reasonably related to the existing land use.

5. The use is consistent with the purpose of this Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use.

Since Nurseries are specifically listed as Conditional Uses in this Zoning District, it must be considered compatible with the Ordinance.

6. The use is not in conflict with the Comprehensive Plan of the City.

Additional commercial development is identified as a goal of the Comprehensive Plan, and, since no other use is proposed for this area, the use is in accordance with the Comprehensive Plan.

7. The use will not cause traffic hazards or congestion.

As with all uses, a certain amount of traffic increase can be expected. However, in this case, the increase will not be significant. In addition, the majority of the traffic past this site is already commercial in nature.

8. The traffic generated by the proposed use can be safely accommodated on the existing or planned street systems and the existing public roads providing access to the site will not need to be upgraded or improved by the City in order to handle the additional traffic generated by the use.

Since this is not a particularly traffic-intense use and 8th Street is an existing thoroughfare carrying commercial and other traffic, congestion is not anticipated.

9. Adequate measures have been taken or are proposed to prevent or control offensive odor, fumes, dust, noise, vibration or lighting which would otherwise disturb the use of neighboring property.

Offensive odors, fumes, dust, noise, vibration or lighting should be confined to the site itself and all measures required by the Code will be in place. The impact of the odors, fumes, dust, noise, vibration or lighting is expected to be minimized by the Conditions placed on this Permit.

10. Adequate utilities, parking, drainage and other necessary facilities will be provided.

Adequate utilities to serve this site and use are already in place. The plans, as presented, provide adequate parking. Drainage control is likely to be enhanced by the additional plantings.

11. The proposed use will not impede the normal and orderly development or improvement of the surrounding property.

The proposed use will be contained entirely on land owned by the applicant and is expected to allow the orderly development of the surrounding property to proceed.

12. The proposed use will not be injurious to the use and enjoyment of other property in the neighborhood and will not significantly diminish or impair the values of such property.

The proposed use will be separated by space and screening from surrounding properties so that enjoyment of surrounding property is not expected nor is any diminishing of property values.

13. The use will not disrupt the character of the neighborhood.

The proposed use is of a nature that is expected to be an improvement over the present use of the property as a dump and storage facility that no disruption of the neighborhood is anticipated.

General Provisions

- A) This permit is not valid until it has been recorded at the Office of the County Recorder. A true and correct copy of the full legal description of the affected property must be attached to this document.
- B) This permit does not constitute a building permit, sewage system permit, grading permit, land alteration permit, well permit or the like. Separate permits may have to be applied for and obtained in order to accomplish all the goals of the project authorized herein.
- C) The issuance of this permit does not negate the need to secure other permits from other local units of government, state agencies or federal agencies who may also have jurisdiction over portions of your project.
- D) Unless otherwise specified by the City at the time it is authorized, a conditional use permit shall expire if the applicant fails to utilize such conditional use permit within one (1) year from the date of authorization.

Date of Recording Decision at County Recorder: _____

Signature of Zoning Administrator: Therese Coleman Date: 12-13-17

.....

ACCEPTANCE OF CONDITIONS OF CONDITIONAL USE

I understand and agree to abide by the conditions as set forth by the granting of this conditional use and also understand that failure to comply with the conditions of the conditional use constitutes failure to comply with the Zoning Ordinance which will result in the following: halting of construction, order to take corrective action, being charged with a misdemeanor offense, subject to fines and reimbursement of prosecution costs.

[Signature] Date 12-13-17
To be signed by the applicant after City Council Action

KASSON CITY COUNCIL REGULAR MEETING MINUTES
March 24, 2010

Pursuant to due call and notice thereof, a regular City Council meeting was held at City Hall on the 24th day of March, 2010 at 6:00 p.m.

THE FOLLOWING MEMBERS WERE PRESENT: Coleman, Marti, Nelson, Tjosaas, Torkelson.

THE FOLLOWING MEMBERS WERE ABSENT: None.

THE FOLLOWING WERE ALSO PRESENT: City Administrator Lenth, Admin Assist Benfield, Community Dev Director Martin, Neil Britton, Mike Bubany, Earl & Jean Johnson, Joshua Larsen, Jerry Berg, Coy Borgstrom, Lorraine Hopkins, Randy Carlsen.

Mayor Tjosaas presided over the meeting.

COUNCIL

Agenda: There were no changes to the March 24, 2010 agenda.

Consent Agenda: Motion by Marti and second by Coleman approving the March 24, 2010 consent items. Ayes: Coleman, Marti, Nelson, Tjosaas, Torkelson. Nays: None.

1. **Minutes:** Approved the March 10, 2010 regular meeting minutes as submitted.
2. **Claims:** Approved all claims paid after the March 10, 2010 regular meeting, as audited for payment in the amount of \$485,858.32.
3. **Acknowledgement of Committee and Meeting Minutes:** Acknowledged the following committee and meeting minutes for:
 - a. Planning Commission - 02/08/10
 - b. Library Board - 02/09/10
4. **Conferences/Training:** Acknowledged the following employee training/conference attendance for:

a.	S. Howarth	Ice Making & Painting Technology	4/19-22	Moorhead
b.	B. Gazley	BCA Criminal Justice Trng & Educ	5/18-19	St. Paul

PUBLIC HEARING

1. **Cooperative Property Tax Abatement – Kurt's Auto Body & Repair, Inc:** Mayor Tjosaas opened the public hearing on the cooperative property tax abatement for Kurt's Auto Body & Repair, Inc. at 6:03 p.m. Mike Bubany of David Drown Associates presented the tax abatement plan for Kurt's Auto Body & Repair, Inc. The proposal establishes a cooperative tax abatement between the City of Kasson, Dodge County and the Kasson-Mantorville School District. Both Dodge County and the School District have approved the tax abatement. The cooperative abatement shall be for at least five years beginning in 2012, and possibly up to seven years, contingent upon the company's revenues. The City will collect the monies from the County and the School annually and dispense the funds from the three parties to the business. The City's share of the tax abatement will be approximately \$3,000 per year. Jerry

Berg questioned what would happen if the company failed. A development agreement will be drawn up and the tax abatement will only be reimbursed when the taxes are up-to-date. It was also noted that the duration of the tax abatement is half the time and \$1,000 less a year than what the business owner had requested. No written comments were received. The hearing was closed at 6:13 p.m.

- a. **Resolution Approving Property Tax Abatement Related to Kurt's Auto Body & Repair, Inc. Project 2010:** Motion by Nelson and second by Coleman to adopt the resolution approving the property tax abatement related to Kurt's Auto Body & Repair, Inc. Project 2010. Ayes: Coleman, Marti, Nelson, Tjosaas, Torkelson. Nays: None.

Resolution #3.2-10
Resolution Approving Property Tax Abatement Related to Kurt's
Auto Body & Repair, Inc. Project 2010
(on file)

COMMITTEE REPORTS

1. Planning Commission

- a. **Scott Conditional Use Permit:** This Conditional Use Permit allows the Scotts to operate an antique refurbishing and sales facility at 301 5th Street SE (the former Hiawathaland Tool building). The Planning Commission conducted a public hearing on the CUP application and no comments were received. Motion by Torkelson and second by Marti, with all voting aye, to approve the Scott Conditional Use Permit, as recommended by the Planning Commission.
- b. **Bigelow-Voigt Land Development (on behalf of Jason Wilker) Conditional Use Permit:** This Conditional Use Permit allows Jason Wilker to operate a nursery and landscaping business on 8th Avenue NW (the former Bob More property). The Planning Commission conducted a public hearing on the CUP application. Positive and negative comments were received, but proposed conditions satisfied concerned neighbors. Motion by Coleman and second by Marti, with all voting aye, to approve the Bigelow-Voigt Land Development (on behalf of Jason Wilker) Conditional Use Permit, with conditions, as recommended by the Planning Commission.
- c. **Amendment to Comprehensive Plan:** This amendment to the Comprehensive Plan states that the City is encouraged to consider zoning that would allow commercial development in blocks or areas where there are traffic counts of more than 5,000 cars per day and contain larger lots. The Planning Commission held a public hearing on the amendment and voted 5-2 to recommend adoption of the amendment. Discussion by council members regarding the amendment included the hesitancy in adopting the amendment when the entire Comprehensive Plan will be updated this year. A super majority (two-thirds vote) by council members is required for the amendment to pass.
 1. **Resolution Adopting an Amendment to the Comprehensive Plan:** Motion by Nelson and second by Marti to approve the resolution adopting an amendment to the Comprehensive Plan. Ayes: Marti, Nelson, Torkelson. Nays: Coleman, Tjosaas. Action on the amendment failed due to lack of super majority.

Resolution #3.3-10
Resolution Adopting an Amendment to the Comprehensive Plan
(on file – Action failed due to lack of super majority)

OLD BUSINESS

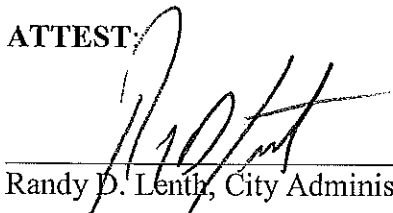
1. **SEMDC Contract for Comprehensive Plan**: The Southeastern Minnesota Development Corporation has been recommended by the Planning Commission as an outside consultant to prepare the Comprehensive Plan update. SEMDC has submitted a proposal with a fee not to exceed \$14,500. Motion by Torkelson and second by Coleman, with all voting aye, to approve the contract with SEMDC and authorize the Planning Commission to work with SEMDC to update the City's Comprehensive Plan.
2. **Approve Ice Arena Plans**: Plans for the Ice Arena are being reworked with more separation between the horse arena and the proposed driveway. The location of the ice rink/skate park will be moved to the west. The plans will be completed for the April 14th council meeting.

CLERK-ADMINISTRATOR'S REPORT

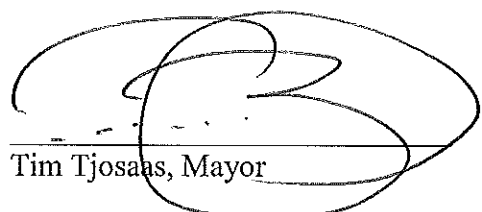
1. **Sanitary Sewer Break**: Administrator Lenth reported that a sanitary sewer break has been identified near 8th Avenue NW by the tree farm. It is estimated that 400,000 – 500,000 gallons of water per day has been leaking into the system. Staff is working on getting it repaired.

ADJOURN: The meeting was adjourned at 6:56 p.m.

ATTEST:



Randy D. Lenth, City Administrator



Tim Tjosaas, Mayor

WILKER CONDITIONAL USE PERMIT

Bigelow Homes, on behalf of Jason Wilker, has applied for a Conditional Use Permit to operate a nursery and landscaping business on the former Bob More property in 8th Ave. NW.

The Planning Commission has held a Public Hearing at which a number of comments were received, both positive and slightly negative. After review, the Commission decided that the proposed Conditions were sufficient to answer the concerns of the neighborhood.

The Commission also specifically determined that the operation of a landscaping business is an "incidental use" commonly associated with the operation of a nursery. Therefore, the landscaping business is permitted as a part of the nursery facility.

The Commission voted unanimously to recommend approval of the CUP. The Council is asked to concur with the Commission.

MINUTES OF PLANNING COMMISSION MEETING

March 8, 2010

Pursuant to due call and notice thereof, a regular Planning Commission meeting was held at City Hall on the 8th day of March, 2010 at 6:30 PM

THE FOLLOWING MEMBERS WERE PRESENT: Nelson, Sannes, Dean, Coleman, Jorgenson and Ferris
Borgstrom arrived at 6:45

THE FOLLOWING WERE ABSENT: None

THE FOLLOWING WERE ALSO PRESENT: Community Development Director Mike Martin, Deputy Clerk Linda Rappe, Lorraine and Al Hopkins, Ken Etchason, John Buckingham, John Talcott and Jim and Dorothy Larsen, Tony Bigelow, Jason Wilker, Don Marti, Eric and Jessica Ask, Bill and Sue Theobald, Chad Boelter, Ben Finley, John VanCamp, Carol Malecha, Deanna Tompkins, Vern and Tracie Kerns, Chuck Emanuell, Jason Marwardt

CALL TO ORDER: Chairman Nelson called the meeting to order at 6:30 PM.

MINUTES FROM PLANNING COMMISSION: Motion made by Coleman, second by Jorgenson to approve the minutes from the February 8, 2010 meeting with the date corrected. All Ayes.

PUBLIC HEARING OPENED FOR CONDITIONAL USE PERMIT: A Conditional Use Permit has been applied for by Rick and Melissa Scott to operate an antique reupholstering and sales shop on the property of 301 5th St SE. Zoning Administrator Martin stated that the Scott's are out of the country and will not be in attendance for this meeting. Martin stated that the refurbishing business is a permitted use but the retail sales portion of the business requires a conditional use permit. All activity will be contained within the existing building. They are putting up a banner type sign 3 feet by 16 feet. There were no comments by the public in attendance and there are no comments that have been submitted.

PUBLIC HEARING CLOSED.

DISCUSSION: Commission Dean questioned the parking spaces, Martin stated that there is sufficient parking for this type of business. Chairman Nelson questioned if there would be any hazardous waste issues, Martin stated that all of that would be taken care of at permitting. There was no other discussion.

MOTION: Motion to recommend approval of the Conditional Use Permit, made by Jorgenson, seconded by Sannes. All Ayes.

PUBLIC HEARING OPENED FOR CONDITIONAL USE PERMIT: Bigelow-Voigt Land Development has requested a conditional use permit to allow Jason Wilker to operate a nursery and landscaping business on the former Bob More Property located at 62847 240th Ave NW. The building is a permitted non-conforming use. Martin stated that he has listed in his sample resolution the conditions he suggests to put on the conditional use permit. Jason Wilker was in attendance for this meeting as well as land owner Tony Bigelow. Mr. Bigelow stated that it is finally nice to be able to get use out of this building that has been sitting empty. Justin Zea – 807 10th St NW – concerned about loading and unloading of materials and is concerned about herbicides and pesticides, diesel smells, etc. He has talked to department of

agriculture and was told that Mr. Wilker would need a license and does not have one at this time. Mr. Zea concerned about this business since Mr. Wilker does not have a license at the present time what his education is in this area. Mr. Zea concerned about the appearance of the property. Don Marti – 63797 250th Ave – Mr. Marti owns property to the east of this property and thinks that this is a good use.

Jon Van Camp – 804 10th St NW – excited about a nursery and greenhouse and something that would beautify the area. Mr. VanCamp wants to know Mr. Wilker's business plan and if the licenses are applied for and what licenses would be in place and how much of the property will be set aside for garden center. Mr. VanCamp wants to know from the Mr. Wilker exactly what he is putting in his backyard to see what conditions really should be put on the property and on this business.

Jason Wilker – he has not currently applied for the licenses until he knew the conditional use permit was approved. Does plan on planting a few hundred trees the first year and a few hundred each year following. Primarily he does do landscaping. He would primarily put in pine trees to sell as a cut your own Christmas tree area. Also plans on planting some deciduous trees. He does get shrubs in from time to time. Primarily now his business is landscaping but he would like to branch off in the nursery business also. Questions from Commissioner Coleman as to whether his equipment will fit into the building. Mr. Wilker stated that he plans on eventually enclose the lean-to on the west side to keep the equipment stored indoors. Mr. Wilker stated that he is not planning on using any pesticides or chemicals.

Bill Theobald – 802 10th St NW – worried about gravel dust.

Eric Ask – 805 10th St NW – his property is backed up to this property and is thrilled if this property is getting cleaned up.

PUBLIC HEARING CLOSED.

DISCUSSION: Commissioner Borgstrom – permanent buffer, hours of operation.

Commissioner Sannes – sounds like a good opportunity for improving an eyesore.

Commissioner Jorgenson – it would improve the look of the area, dust control should be addressed.

Commissioner Coleman – Good use

Commissioner Ferris – has worked with Mr. Wilker before and has no concerns with this.

Commissioner Dean – lives in that neighborhood and feels this is a good use. Asked about how many crews work for Mr. Wilker. Mr. Wilker stated that he has two crews and there would be some coming and going.

Chairman Nelson – likes the use of the property and would encourage residents and Mr. Wilker to work together.

MOTION TO RECOMMEND APPROVAL: Motion to recommend approval of the conditional use permit with the eight conditions stated made by Coleman, second by Jorgenson. All Ayes.

AMENDMENT RECOMMENDATION: Martin stated that the Commissioners should use the last revision of the amendment in their packets which incorporates recommendations made by Commissioner Coleman. The changes were in action item #1 consider zoning adjustments on all streets carrying over 5000 trips per day and only on lots large enough to support commercial development. If you are looking at North Mantorville avenue the only lots this would apply to are lots north of 7th St. The other change is in #4 “should encourage annexations requests on north mantorville ave north of the Carriage House to be C-3”. Martin also stated that the EDA has not met since the last Planning Commission meeting but he has heard from three members of the EDA that were in favor of the positive resolution.

DISCUSSION: Commissioner Coleman – This incorporates all of his suggested changes.

Commissioner Borgstrom – is going back to “why” we are doing this. Chairman Nelson stated that we have been requested by two property owners to revisit and revise the comprehensive plan. We have it in place to have a comprehensive plan and the comprehensive plan is only for bringing in new undeveloped land. Commissioner Borgstrom wants to know if anyone has read the comp plan. He doesn’t see anywhere along Mantorville avenue to put this in place.

Commissioner Borgstrom wants discussion. Chairman Nelson stated that the property north of the Carriage House is still in the comp plan as being R-C so the comp plan would still need this amendment to allow commercial development in that area. Martin stated that the comp plan encompasses the entire City. Borgstrom doesn’t believe that that it is the City’s responsibility to change the comp plan to allow for commercial development. Chairman Nelson stated that if we change the comp plan we would invite commercial development.

Commissioner Sannes – doesn’t want the hopscotch effect, and all action items state that “Kasson should consider” these are considerations it does not say that this will happen. Is in favor of sending this to the City Council to be part of the entire City plan.

Commissioner Jorgenson – wants it clarified that since the Casey scenario brought this to a head that if this amendment is put into place and Casey’s came back do we have the ability to deny the request. Martin stated absolutely the Planning Commission could deny the application.

Jorgenson does not want to see the “hopscotch” effect. And the business district should be a continuous segment.

Commissioner Dean – did not like the 5000 trip per day clause in the former proposal because that opens all of Mantorville Avenue up for commercial, but with the clarification of only on lots that support a commercial development. We have to look at the whole picture and we do the appropriate steps with can avoid a contentious discussion. Dean believes this is the way to go about it. Likes the way it is worded as “encourage retail development on all streets meeting criteria, including, but not solely limited to, carrying more than 5000 car trips a day” Lot size clearly a very basic measurement for consideration. Concerned with someone buying more than one lot somewhere else on Mantorville Avenue would they be able to be considered? Martin stated that the lots would have to go through a minor subdivision to be able to be considered as one lot so that would not be an issue and they would have to go through a rezone, which is a very rigid process.

Commissioner Ferris – nothing more to add.

Commissioner Borgstrom – cannot see doing anything south of the Carriage House, and does not foresee any commercial development ever going into those lots. Martin stated that the comprehensive plan does give the Planning Commission considerable leeway but you have to start with measurable and objective criteria and not an arbitrary and capricious point. The measurable and objective criteria is the street must carry 5000 car trips per day and the lots must be of sufficient size and have the frontage for the C-3 district. Borgstrom does not want to change any zoning south of the Carriage House. Martin stated that we are NOT changing any zoning with this amendment it would only allow the Planning Commission to consider it on its merits based upon measurable criteria.

John Talcott interrupted as a public speaker and this is not a public hearing. Chairman Nelson stated that this is not substantially different than the amendment that the public hearing was held on.

MOTION RECOMMEND APPROVAL OF THE AMENDMENT: Motion made by Sannes, second by Dean to recommend approval of the amendment, Ayes: Nelson, Coleman, Jorgenson, Sannes and Dean. Nays: Borgstrom, Ferris

SEMDC COMPREHENSIVE PLAN PROPOSAL: A proposal has been submitted by the Southeast Minnesota Development Corporation to guide us through and do the legwork to update our Comprehensive Plan. Martin stated that the funds have been budgeted. Shord Elliott

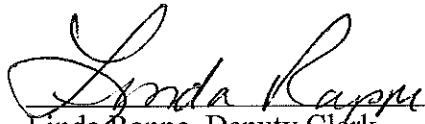
submitted a quote of \$75K and WSN submitted a quote of \$30, SEMDC submitted a quote not to exceed \$14,500. Borgstrom would like to keep the process in house. Chairman Nelson stated that Martin, Nelson the Mayor and the City Administrator have discussed this and they believe that having outside input at this point in time would be the best. Borgstrom stated that everyone should read the entire comp plan and that we should not spend money to get these people up to speed. Chairman Nelson stated that all the companies have seen the comprehensive plan and are up to speed and we will have a hand in this all the way through the project. Commissioner Coleman stated that with the plan that is laid out by SEMDC there are more goals. Commissioner Ferris wouldn't mind having someone from the outside pushing us a little and has a focus beyond Kasson.

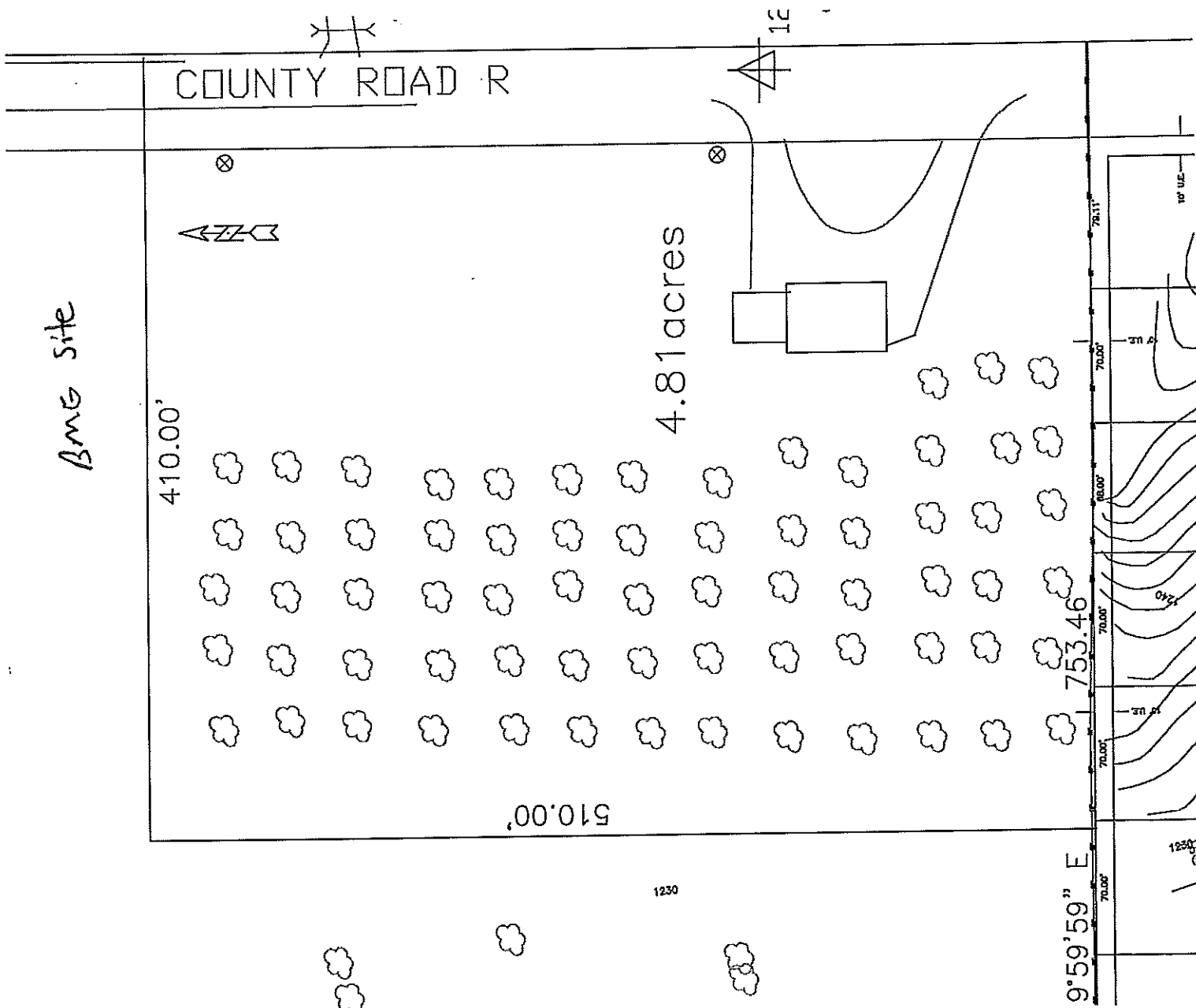
MOTION TO RECOMMEND: Motion to recommend hiring SEMDC to help the Planning Commission update the Comprehensive Plan made by Coleman, second by Sannes. All Ayes.

OTHER BUSINESS: Commissioner Borgstrom has been asked to find out about vendors setting up in Veterans Memorial Park. Staff stated that this person should talk to the Park Board.

ADJOURN: Since the agenda had been met the meeting was adjourned at 7:55

Respectfully submitted,


Linda Rappe, Deputy Clerk



WILKER CONDITIONAL USE PERMIT

Bigelow Homes, on behalf of Jason Wilker, has applied for a Conditional Use Permit to operate a nursery and landscaping business on the former Bob More property in 8th Ave. NW.

The Planning Commission has held a Public Hearing at which a number of comments were received, both positive and slightly negative. After review, the Commission decided that the proposed Conditions were sufficient to answer the concerns of the neighborhood.

The Commission also specifically determined that the operation of a landscaping business is an "incidental use" commonly associated with the operation of a nursery. Therefore, the landscaping business is permitted as a part of the nursery facility.

The Commission voted unanimously to recommend approval of the CUP. The Council is asked to concur with the Commission.

CITY OF KASSON

Meeting: P2 Date: 3-8-10

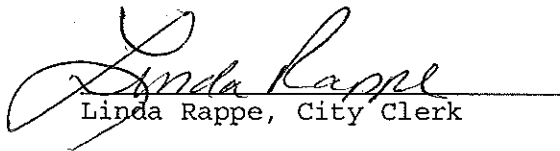
ALL ATTENDEES PLEASE SIGN IN

- | | |
|-------------------------|---------------------|
| 1. L & Hopkins | 20. Jason Markwardt |
| 2. John Bruch | 21. Dorothy lausen |
| 3. M & Hopkins | 22. Tim Larsen |
| 4. Tony Bjork | 23. |
| 5. P & V | 24. |
| 6. [Signature] | 25. |
| 7. [Signature] | 26. |
| 8. Eric Ask | 27. |
| 9. Jessica Ask | 28. |
| 10. Bill & Sue Theobald | 29. |
| 11. Chad Boelter | 30. |
| 12. Ben Finkoff | 31. |
| 13. John Camp | 32. |
| 14. John T. [Signature] | 33. |
| 15. Carol Malcha | 34. |
| 16. Deanna Tompkins | 35. |
| 17. Vern Kerns | 36. |
| 18. Tracie Kerns | 37. |
| 19. Chuck Emanuel | 38. |

STATE OF MINNESOTA
COUNTY OF DODGE
CITY OF KASSON

I, the undersigned, being the duly qualified and acting City Clerk of the City of Kasson, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council duly called and held on the date therein indicated, insofar as such minutes relate to a Conditional Use Permit in Bigelow-Voigt Subdivision.

WITNESS my hand on December 11, 2017.


Linda Rappe, City Clerk

Seal

Jason Wilker

Conditional Use Permit Application 2018

154.029 B. (2)(b) ...there will be no deterrence to development of vacant land.

Vacant land to the west and north will be developed with a potential 12th street NW connection between 5th Ave NW and 12th Ave NW as properties

154.029 B. (2)(f) ...the use is not in conflict with the comprehensive plan

Kasson 2040 Future Land Use shown as medium density residential

154.029 B. (2)(k) ... not impede the normal and orderly development or improvements of surrounding property

Future residential development to the west and north; including 12th Street NW

154.029 B. (2)(m) The use will not disrupt the character of the neighborhood.

Current use and appearance incompatible with residential neighborhood; appropriate for commercial zoning.

Kasson, MN Code of Ordinances

§ 154.029 CONDITIONAL USE PERMITS.

(A) *Purpose.* The purpose of a conditional use permit is to permit a use that would not be appropriate generally, but may be allowed with appropriate restrictions upon finding that:

- (1) Certain conditions as detailed in this chapter exist;
- (2) The use or development conforms to the comprehensive plan; and
- (3) Is compatible with the existing area.

(B) *Standards for granting a conditional use permit.*

- (1) In making the determination, whether or not the conditional use is to be allowed, the city shall consider:
 - (a) The effects of the proposed use on the comprehensive plan; and
 - (b) The effects of the proposed use upon the health, safety and general welfare of occupants of surrounding lands.
- (2) Among other things, the city shall make the following findings where applicable.
 - (a) The use will not create an excessive burden on existing parks, schools, streets and other public facilities which serve or are proposed to serve the area.
 - (b) The use will be sufficiently compatible or separated by distance or screening from adjacent residentially zoned or used land so that existing homes will not be depreciated in value and there will be no deterrence to development of vacant land.
 - (c) The structure and site shall have an appearance that will not have an adverse effect upon adjacent residential properties.
 - (d) The use, in the opinion of the city, is reasonably related to the overall needs of the city and to the existing land use.
 - (e) The use is consistent with the purpose of this chapter and the purposes of the zoning district in which the applicant intends to locate the proposed use.
 - (f) The use is not in conflict with the comprehensive plan of the city.
 - (g) The use will not cause traffic hazards or congestion.
 - (h) The traffic generated by the proposed use can be safely accommodated on existing or planned street systems; and the existing public roads providing access to the site will not need to be upgraded or improved by the city in order to handle the additional traffic generated by the use.
 - (i) Adequate measures have been taken or are proposed to prevent or control offensive odor, fumes, dust, noise, vibration or lighting which would otherwise disturb the use of neighboring property.
 - (j) Adequate utilities, parking, drainage and other necessary facilities will be provided.
 - (k) The proposed use will not impede the normal and orderly development or improvements of the surrounding property.
 - (l) The proposed use will not be injurious to the use and enjoyment of other property in the neighborhood and will not significantly diminish or impair the values of the property.
 - (m) The use will not disrupt the character of the neighborhood.

(C) *Additional conditions.* In permitting a new conditional use or in the alternative of an existing conditional use, the city may impose, in addition to the standards and requirements expressly specified by this chapter, additional conditions which the city considers necessary to protect the best interest of the surrounding area or the community as a whole. These conditions may include, but are not limited to, the following:

- (1) Increasing the required lot size or yard dimension;

- (2) Limiting the height, size or location of the buildings;
 - (3) Controlling the location and number of vehicle access points;
 - (4) Increasing the street width;
 - (5) Increasing the number of required off-street parking spaces;
 - (6) Limiting the number, size, location or lighting of signs;
 - (7) Requiring diking, fencing, screening, berming, landscaping or other facilities to protect adjacent or nearby property;
 - (8) Designating sites for open space; and
 - (9) Limiting the hours of operation.
- (D) *Required exhibits for conditional use permits.* The following items shall be required:
- (1) A completed application form;
 - (2) An accurate boundary description of the property;
 - (3) Evidence of ownership or enforceable option on the property;
 - (4) A development plan of the property showing the existing or proposed buildings, streets, access roads, driveways, parking spaces and signs;
 - (5) Landscaping and screening plans; and
 - (6) Any additional information deemed necessary by the city to determine the suitability of the particular site for the proposed use.
- (E) *Procedure.* The procedure for obtaining a conditional use permit is as follows.
- (1) The applicant or his or her agent shall meet with the Zoning Administrator to explain the situation, learn the procedures and obtain an application form.
 - (2) The applicant shall file the completed application form together with required exhibits with the Zoning Administrator and shall pay a filing fee, as established by the Council, for processing the conditional use procedures.
 - (3) The Zoning Administrator shall review the application and within ten business days after receiving the application shall notify the applicant in writing if the application is not complete and what additional information is required.
 - (4) The city shall take action to approve or deny the application within 60 days of receiving a completed application. If the city cannot take action to approve or deny the application within 60 days of receiving the completed application, the city may extend the timeline for taking action before the end of the initial 60-day period by providing written notice of the extension to the applicant. The notification shall state the reasons for the extension and its anticipated length, which may not exceed 60 days unless approved by the applicant in writing.
 - (5) When the Zoning Administrator determines the application to be complete, the Zoning Administrator shall set the date for a public hearing and shall have notice of the hearing published at least once in the legal newspaper, not less than ten days and not more than 30 days prior to the hearing.
 - (6) The Zoning Administrator shall transmit the application to the Planning and Zoning Commission and shall notify all property owners within 350 feet of the outer boundaries of the property in question; however, failure of any property owner to receive the notification shall not invalidate the proceedings.
 - (7) The Planning and Zoning Commission shall hold the public hearing and may table the application if necessary to study the application to determine possible adverse effects of the proposed conditional use and determine what additional requirements may be necessary to reduce any adverse effects. The Planning and Zoning Commission shall then recommend to the Council one of three actions: approval, conditional approval or denial.
 - (8) The Council shall act upon the application within 30 days after receiving the recommendation of the Planning and Zoning Commission.
 - (9) No application of a property owner for a conditional use permit shall be considered by the city within a one-year period following a denial for the request, except the Planning and Zoning Commission may permit a new application, if in the opinion of the Planning and Zoning Commission, new evidence or a change in circumstances warrant it.

(F) *Record keeping.* The city shall maintain a record of all conditional use permits issued including information on the use, location and conditions imposed by the city; time limits, review dates and such other information as may be appropriate. A record of applications which were not approved shall also be maintained for record keeping purposes.

(G) *Revocation of conditional use permits.* The Planning and Zoning Commission may call a public hearing to revoke a conditional use permit when it finds that at least one of the following circumstances exist:

- (1) Where a conditional use permit has been issued and no work thereon has commenced within nine months of the date of granting the conditional use permit;
- (2) In the event that the applicant violates any of the conditions set forth in the conditional use permit; and/or
- (3) Upon receipt of three written complaints from property owners within 350 feet of the property issued a conditional use permit.

(H) *Notice; hearing; recommendation.*

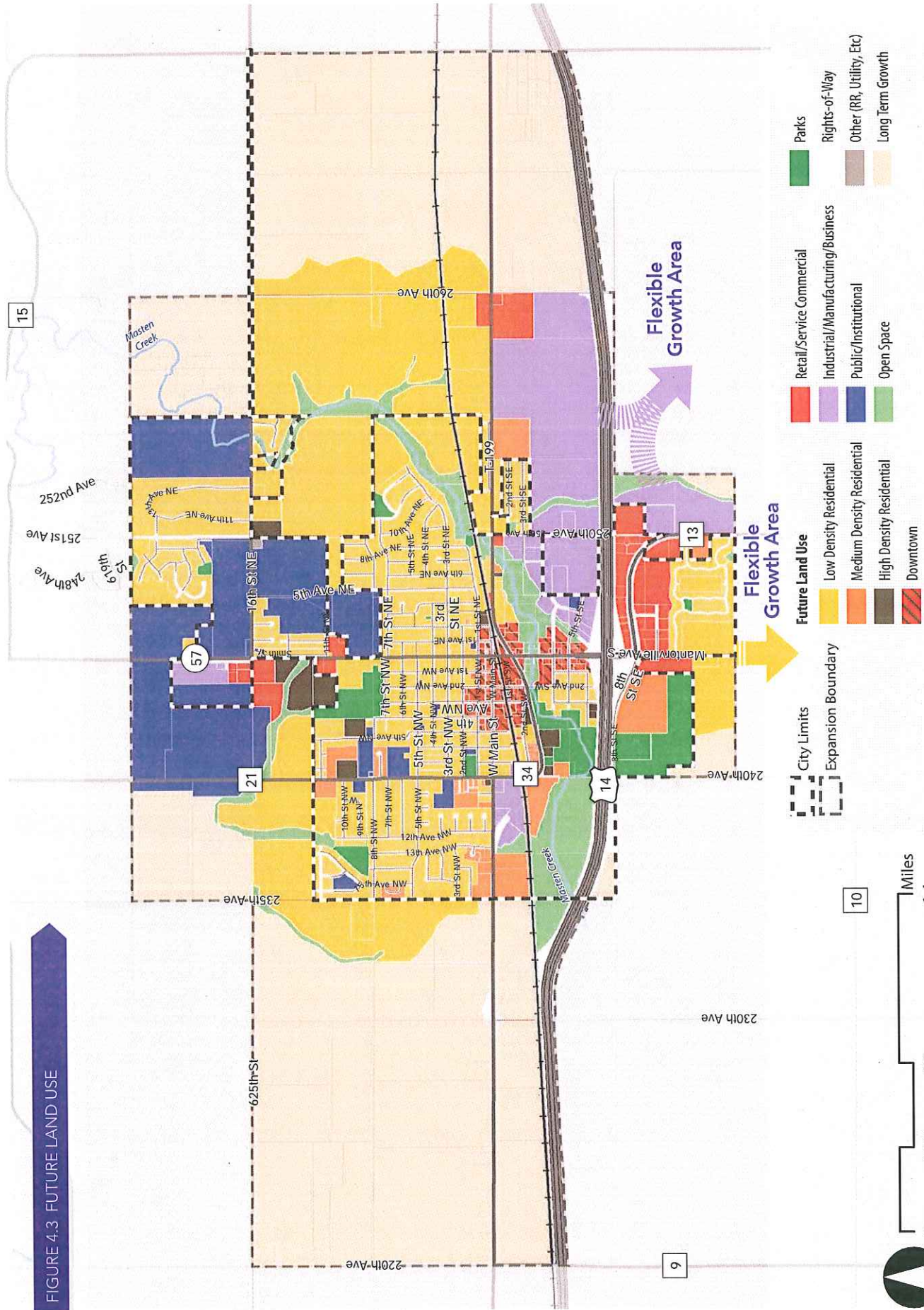
(1) Proper notice shall be mailed to the party or individual to which the conditional use permit was issued and to property owners within 350 feet of the outer boundaries of the property in question, not less than ten days and not more than 30 days prior to the hearing. Notice of the hearing shall also be published in the legal newspaper, not less than ten days and not more than 30 days prior to the hearing.

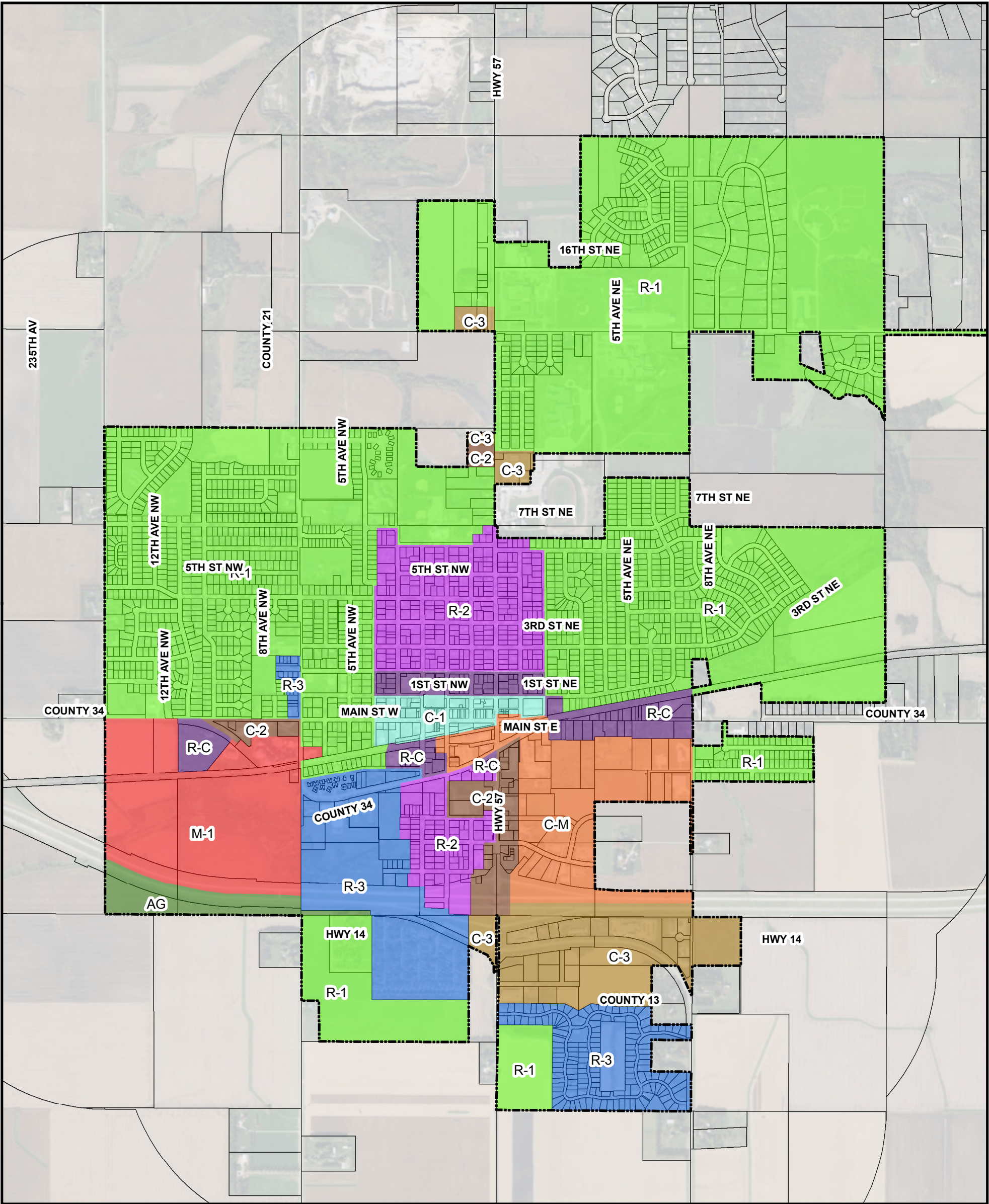
(2) The public hearing shall be held by the Planning and Zoning Commission. If the Planning and Zoning Commission finds that the continuation of the conditional use is in violation of this chapter, the Planning and Zoning Commission shall recommend the City Council revoke the conditional use permit.

(3) The City Council shall act upon the recommendation of the Planning and Zoning Commission within 30 days of receiving the recommendation. The Zoning Administrator shall, in writing, inform the individual or party in question of the action of the Council and shall enforce the action taken.

(Prior Code, § 24-18) (Ord. 728, passed - -)

FIGURE 4.3 FUTURE LAND USE





Zoning

- | | |
|--|--|
| AG, Agricultural District | M-1, Manufacturing/Industrial District |
| C-1, Central Business District | R-1, Single Family Residential District |
| C-2, General Commercial District | R-2, Single Family. Older Core. Residential District |
| C-3, Highway Commercial District | R-3, Multi-Family Residential District |
| C-M, Commercial - Manufacturing Mixed Use District | R-C, Residential - Commercial Mixed Use District |

Corporation Limits



0 0.1 0.2 0.4 0.6 0.8 Miles



ZONING MAP

APPLICATION FOR CONDITIONAL USE PERMIT

Fee Paid \$ _____

Date Filed 4-26-18Street Address of Property 1103 8th Ave NW

Legal Description of Property _____

Owner's Name Jason Wilker Phone 507 208-1819Address Same wilker landscaping@hotmail.comApplicant (if other than Owner):
Name _____

Address _____

Description of Request CUPper phone call : Gardens and nurseriesReason(s) for Request City Council Request

Present Zoning Classification _____

Existing Use of Property _____

Signature of Applicant [Signature] Date 4-26-18FOR OFFICE USE ONLY

Date accepted _____

Recommended _____ Denied _____ by the Planning Commission on _____, 19__

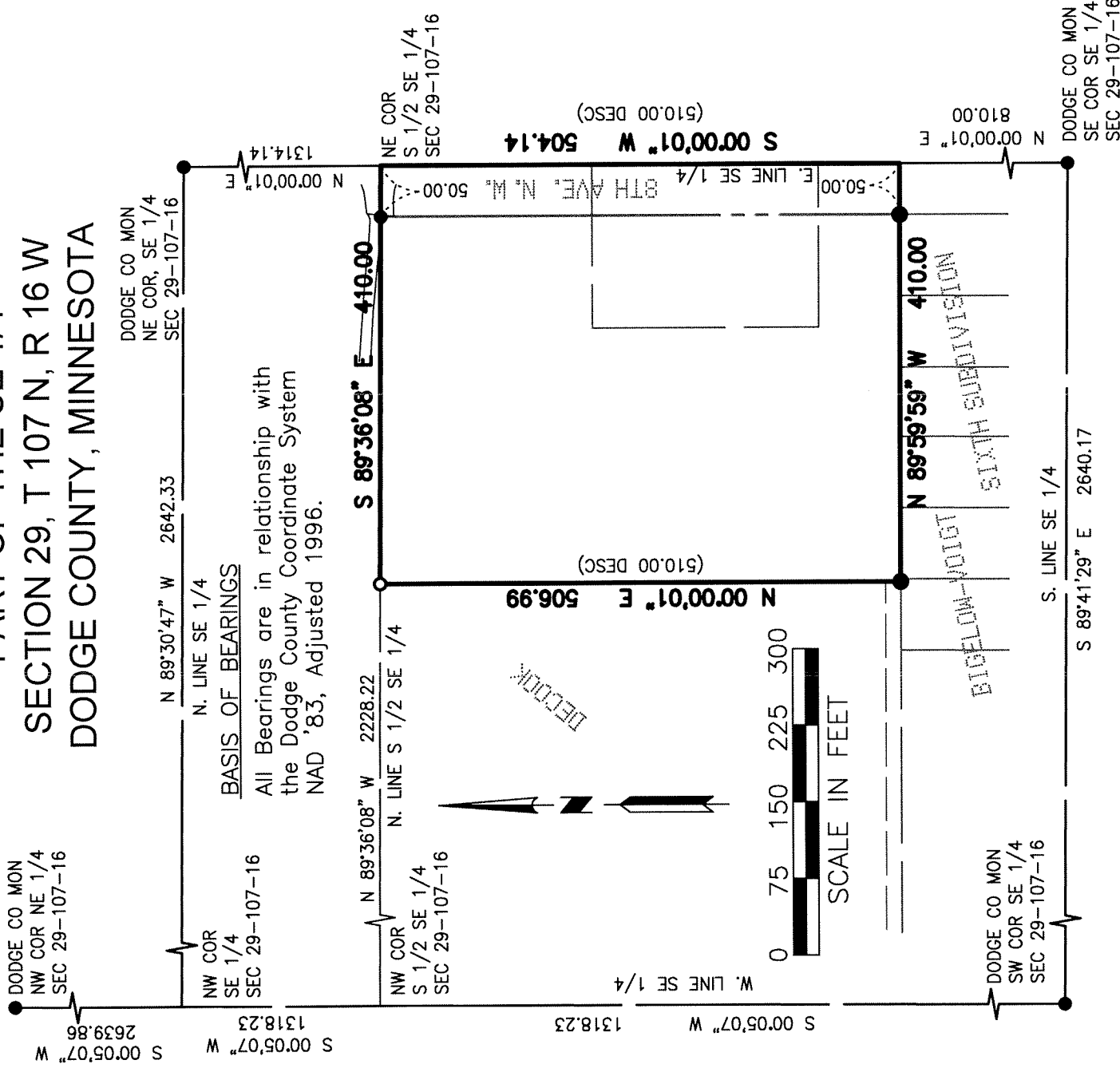
Approved _____ Denied _____ by the City Council on _____, 19__

If approved, the following conditions were prescribed:

1. _____
2. _____
3. _____
4. _____

If denied, denial was for the following reason(s): _____

CERTIFICATE OF SURVEY
PART OF THE SE 1/4
SECTION 29, T 107 N, R 16 W
DODGE COUNTY, MINNESOTA



DESCRIPTION OF RECORD

That part of the Southeast Quarter of Section 29, Township 107 North, Range 16 West, Dodge County, Minnesota described as follows:

Commencing at the Southeast corner of said Southeast Quarter; thence on an assumed bearing of North along the East line of said Southeast Quarter a distance of 810.00 feet for a point of beginning of the tract to be described; thence West at right angles to said East line, 410.00 feet; thence North parallel with said East line, 510.00 feet more or less to the north line of the Southeast Quarter of the Southeast Quarter; thence East along said North line, 410.00 feet to the East line of said Southeast Quarter; thence South along said East line, 510.00 feet to the point of beginning.

Said parcel contains 4.76 acres, more or less including the 8th Avenue NW right-of-way.

Said parcel is subject to the 8th Avenue NW right-of-way over the Easterly boundary thereof and is subject to any other easements or encumbrances of record.

PROPERTY LOCATION MAP

T. 107 N.	R. 16 W.		
N.W. 1/4	N.E. 1/4	29	
S.W. 1/4	S.E. 1/4		★

No Scale

MASSEY
LAND SURVEYING & ENGINEERING
P.O. BOX 100, KASSON, MN 55944
PH. NO. 507-634-4505, FAX NO. 507-634-6560



THIS SURVEY AND DRAWING
WAS PREPARED FOR THE
EXCLUSIVE USE OF:

JASON WILKER
KASSON, MN

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Minnesota.

Date 12-18-17
LIC. NO.: 41814

Richard J. Massey

MONUMENTS
● FOUND (5/8" PIPE UNLESS NOTED OTHERWISE)
○ SET (5/8" PIPE UNLESS NOTED OTHERWISE)

DATE: 12/12/2017

DWG NO. 2802SC01 JOB NO. 2802

DRAWN BY: D.A.T. SHEET 1 OF 1

A 187403

Certified filed and or recorded on
6/15/10 10:50 AM
Office of the County Recorder
Dodge County, Minnesota
Sue Alberts, County Recorder

Return to: TITLE SERVICES,
INC.

Receipt #: 46887

Sue A. Alberts
Dodge County Recorder
by LRS, Deputy



187403



6/15/2010

Warranty Deed

Limited Liability Company to Individual(s)

WARRANTY DEED

No delinquent taxes and transfer
entered; Certificate of Real Estate
Value () filed () not required

Certificate of Real Estate

Value No. 5111
June 15, 2010

by Wendy S. Peterson County Auditor
Deputy Auditor/Treasurer

DATE 6/16/2010
DEED TAX HEREON OF \$ 495.00 PAID
RECEIPT NO. 7243
Kimberly Hambach Dep.
County Auditor/Treasurer

STATE DEED TAX DUE
HEREON: \$495.00
Date: June 3, 2010

FOR VALUABLE CONSIDERATION, Bigelow-Voigt Development LLC, a Limited Liability Company under the laws of Minnesota, Grantor(s), hereby convey(s) and warrant(s) to Jason Wilker, Grantee(s), real property in Dodge County, Minnesota, described as follows:

Lengthy - see attached

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

Subject to covenants, easements and restrictions of record.

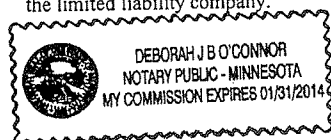
Sellers certify that they do not know of any wells on the subject property.

Bigelow-Voigt Development LLC

By: Joel Bigelow
Joel Bigelow, ~~Managing Governor~~ Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this 3rd day of June, 2010 by Joel Bigelow, ~~Managing Governor~~ Chief Manager of Bigelow-Voigt Development LLC, a limited liability company under the laws of Minnesota, on behalf of the limited liability company.



Deborah J. B. O'Connor
Notary Public

This instrument drafted by:
Atypical Title, Inc.
16 N. Mantorville Avenue
Kasson, MN 55944

Tax Statements for the real property
described herein shall be sent to:
Jason Wilker
308 10th Street NW
Byron MN 55920

240220701
240220800

EXHIBIT A

The SE 1/4 of Section 29, Township 107, Range 16, Dodge County, Minnesota described as follows:
Commencing at the Southeast corner of said SE 1/4, thence on an assumed bearing of North along the East line of said SE 1/4 a distance of 810.00 feet for a point of beginning of the tract to be described; thence West at right angles to said East line 410.00 feet; thence North parallel with said East line 510.00 feet, more or less, to the north line of the SE 1/4 SE 1/4; thence East along said North line 410.00 feet to the East line of said SE 1/4; thence South along said East line 510.00 feet to the point of beginning.

NE SE

24029080

240290701

SE
SE SE

21

240290800

24029080

Hi Chris,

I wonder if Mr. Wilker should be required to bring his business site into compliance with his conditional use permit which he agreed to in 2010 before any additional conditional use permit is issued. It seems he has started construction on his addition prematurely.

Conditions included in his current conditional use permit which seem non-compliant include; That no overnight, outside storage of equipment will be permitted on the property. Also, that outside storage and/or display of landscaping materials shall be allowed only north of the existing structure.

There has been an increasing amount of storage trailers, tanks and assorted excess material (junk) accumulating on his site.

Since 2012 there have been several bins of landscaping material stored/displayed south of the buildings.

You can view the progression of the accumulation on the county GIS Parcel Viewer for years 2010, 2012 and 2016 here. <https://maps.co.goodhue.mn.us/Dodge%20County%20TPV/>

Maybe the adjacent property owners aren't concerned. But perhaps they are not aware of the conditions of his current conditional use permit. If I lived there, I sure would be concerned.

I feel it should be the City that is the policing authority for these issues and not have property owners feeling guilty about "turning in" neighbors.

The condition of the site was a concern at the original conditional use permit hearing/meeting. Previously it was a construction business site and was generally in the same condition as it has become now which is why the conditions were put in place.

The permit was partially justified under the "nurseries" classification. Look at Houston's nursery and compare Mr. Wilker's site to theirs which, in my opinion, would fit in very nicely to a residential neighborhood. I believe Mr. Wilker's site is a blight on the neighborhood.

Perhaps Mr. Wilker can use this time to bring his site into compliance before proceeding with his application for an additional conditional use permit.

I am not against Mr. Wilker's business but I believe he has taken advantage of Kasson and not lived up to his promise. After all he doesn't live here...we do.

Thank you,

Jerry Berg



INFORMATION MEMO

Land Use Conditional Use Permits

Learn the basics of conditional use permits (CUPs) in administering the city's land use ordinances. Define conditional use permits, for what purposes they may be granted; learn who grants them and procedural considerations for public hearings and the role of neighborhood opinion. Understand expiration dates, time limits and revocation of CUPs.

RELEVANT LINKS:

[Minn. Stat. § 462.3595.](#)

I. Conditional use

A conditional use is a land use designated in a zoning ordinance that is specifically allowed in a zoning district so long as certain standards are met. The zoning ordinance typically detail both general standards that apply to all conditional uses, as well as specific standards that apply to a particular conditional use in a given zoning district.

A use is typically designated in a zoning ordinance as conditional because of hazards inherent in the use itself or because of special problems that its proposed location may present. For example, uses that generate traffic such as family childcare, service stations, convenience stores, or drive-thrus are often designated as conditional uses.

II. Conditional use permit (CUP)

A conditional use permit is a document a city issues to grant a conditional use when the general and specific ordinance standards have been met by the applicant. The use is allowed by permit only if the special concerns are addressed as set forth in the zoning ordinance. Conditional use permits are authorized under state law.

A. General CUP standards

A zoning ordinance will typically detail general standards that apply to all conditional uses. For example, some zoning ordinances provide that all conditional uses must conform to the comprehensive land use plan of the community, be compatible with the adjoining properties, and be served by adequate roads and public utilities.

This material is provided as general information and is not a substitute for legal advice. Consult your attorney for advice concerning specific situations.

RELEVANT LINKS:

See Section IV, Public hearings.

[Minn. Stat. § 15.99.](#)

B. Specific CUP standards

In addition to general CUP standards, many zoning ordinances will detail specific standards that apply to a particular conditional use, such as those made for businesses operating a drive-thru. Conditions for such uses may include specific standards regarding things like off-street parking and loading areas, landscaping and site plan, and hours of business operation.

III. Granting conditional use permits

Generally, CUPs are granted only for uses specifically listed in the zoning ordinance as conditional uses in a particular zoning district. If a use is not designated as a conditional use in a zoning district, then arguably the city has no ability to issue a CUP without first amending the zoning ordinance to provide for the conditional use. This would of course allow other applicants to apply for a conditional use permit under the same standards.

A. Who grants

A CUP is typically approved by the city council. Planning commissions often first consider the CUP application and make recommendations to the city council. State statute allows the city council to designate its CUP approval to another authority, and some cities have designated the planning commission as the approving body. In any event, the city council is generally makes the final decision on CUPs.

B. Required approval

If a proposed conditional use satisfies both the general and specific standards set forth in the zoning ordinance, the applicant is entitled to the conditional use permit. Importantly, if the applicant meets the general and specific ordinance standards, the city usually has no legal basis for denying the CUP.

C. Time limits

A written request for a CUP is subject to Minnesota's 60-day rule, and must be approved or denied within 60 days of the time it is submitted to the city. A city may extend the time period for an additional 60 days, but only if it does so in writing before expiration of the initial 60-day period. Under the 60-day rule, failure to approve or deny a request within the statutory time period is considered an approval.

RELEVANT LINKS:

Minn. Stat. § 462.3595, subd. 3.
A.G. Op. 59-A-32 (February 27, 1990) .

Minn. Stat. § 462.3597.

Minn. Stat. § 462.3595, subd. 2.
Minn. Stat. § 462.357, subd. 3.

LMC information memo,
Zoning Guide for Cities,
Section V-C-2-b on
conducting public hearings.

D. Other conditions on permits

1. Permitted

Reasonable conditions relating to the ordinance standards may be attached to a CUP based upon factual evidence contained in public record. For example, if a zoning ordinance provides that a conditional use should not have adverse visual or noise impacts on any adjacent property, a city might require specific screening and landscaping conditions to address any potential impacts established in the record.

2. Not permitted

State statute provides that a CUP remains in effect as long as the conditions agreed upon are observed. The attorney general has found that time limits such as sunset provisions or automatic annual review are not consistent with state law, explaining that cities may not enact or enforce provisions that allow a city to terminate CUPs without regard to whether or not the conditions agreed upon are observed.

If a city wishes to place time constraints on particular uses, then the appropriate zoning tool is an interim use permit, rather than a conditional use permit. State law authorizes interim use permits for a temporary use of property until a particular date, until the occurrence of a particular event, or until zoning regulations no longer permit it.

IV. Public hearings

A proposed conditional use is allowed only after a statutorily required public hearing. The city must provide published notice of the time, place, and purpose of the hearing on a proposed CUP at least 10 days prior to the day of the hearing. If the decision affects an area of five acres or less, the city may need to mail notice to property owners within a 350-foot radius of the land in question. The purpose of the public hearing is to help develop a factual record as to whether the applicant meets the relevant ordinance standards such that the CUP should be granted.

A. City role in hearing

A city exercises so-called “quasi-judicial” authority when considering a CUP application. This means that the city’s role is limited to applying the standards in the ordinance to the facts presented by the application. The city acts like a judge in evaluating the facts against the standards. If the applicant meets the standards, then the CUP should be granted. In contrast, when the city in zoning ordinance designates certain uses as conditional, the city is exercising “legislative” authority and has much broader discretion.

RELEVANT LINKS:

See LMC information memo,
*Taking the Mystery out of
Findings of Fact.*

[Minn. Stat. § 462.3595, subd.
3.](#)

[Minn. Stat. § 462.3595, subd.
4.](#)

Jed Burkett
651.281.1247
jburrkett@lmc.org

[League of Minnesota Cities.](#)

B. Role of neighborhood opinion

Neighborhood opinion alone is not a valid basis for granting or denying a CUP. While city officials may feel their decision should reflect the overall preferences of residents, their task is limited to evaluating how the CUP application meets the ordinance standards. Residents can often provide important facts to help the city address whether the application meets the standards, but unsubstantiated opinions and reactions to an application do not form a legitimate basis for a CUP decision. If neighborhood opinion serves as the sole basis of the decision, it could be overturned by a court if challenged.

C. Documentation of hearing

Whatever the decision, a city should create a record that will support it. If a city denies a CUP application, the 60-day rule requires the reasons for the denial be put in writing. Even if a city approves a CUP, a written statement explaining the decision is advisable. The written statement explaining the decision should address the general and specific ordinance standards, and explain the relevant facts and conclusions.

V. Conditional use permit after issuance

A conditional use permit is a property right that “runs with the land” so it attaches to and benefits the land and is not limited to a particular landowner. State statute requires that CUPs be recorded with the county recorder’s office. When the property is sold, the new landowner will have the continued right to the CUP so long as the conditions are met.

A city can revoke a conditional use permit if there is not substantial compliance with conditions, so long as the revocation is based upon factual evidence, after appropriate notice and hearing. Because a CUP is a property right, a city should work closely with the city attorney if considering a CUP revocation.

VI. Further assistance

LMCIT offers land use consultations, training and information to members. Contact the League’s Loss Control Land Use Attorney for assistance. You can also learn more about land use issues in the land use section of the League’s website.



INFORMATION MEMO

Taking the Mystery Out of Findings of Fact

“Findings of fact” (a city’s written explanation of a decision) are a crucial part of land use decisions, and acting without a clue can be treacherous. Take the mystery out of findings of fact by exploring the what, why, and how of findings facts to make defensible decisions.

RELEVANT LINKS:

I. Use of findings of fact

Working with municipal land use regulations can be difficult for both city officials and residents. Sometimes decisions need to be made that are controversial, and no matter what the result, someone will be unhappy. Trying to figure out the best result in the midst of heated discussions can be a headache.

But no matter what the result, an important part of the process is developing and adopting written “findings of fact” that explain the decision. Carefully and thoughtfully developing written findings can help solve a contentious problem. It forces officials to focus their inquiry on the relevant considerations. And it produces a record that makes it easier for a court to uphold the decision if challenged.

II. What are findings?

“Findings of fact” is a common term used to refer to a city’s written explanation of a land use decision. The term originates from the courts, where judges often explain their determinations by issuing documents entitled “Findings of Fact and Conclusions of Law.” They recite the relevant facts and then make conclusions by applying those facts to relevant legal criteria.

Like courts, cities sometimes need to apply facts to law to make a decision. In administering land use ordinances, the city is often tasked with determining the facts associated with a particular request and then applying those facts to the legal standards. This process is called “quasi-judicial”, and city authority is limited to applying the rules in place to the facts presented. If the facts indicate an applicant meets the relevant legal standards, then they may be entitled to the approval. Typical land use approvals for which a city may need to find facts include requests for condition or interim use permits, zoning variances, and a subdivision or plat approval.

This material is provided as general information and is not a substitute for legal advice. Consult your attorney for advice concerning specific situations.

RELEVANT LINKS:

[Minn. Stat. § 15.99.](#)

[LMC Sample Findings of Fact.](#)

If a city is sued over a land use decision, courts will review the record for a sufficient statement of the reasons given by the city for granting or denying the request. In the case of a denial of an application relating to zoning, Minnesota's 60-day rule requires the reasons for a denial be put in writing. Even when an application is approved, written findings explaining the decision are advisable. Findings should provide a court with everything needed to uphold the decision.

III. How to make findings

Creating findings of fact can be relatively straightforward if a city follows some basic guidelines.

A. Apply facts to law

Findings of fact should explain to the reader how and why the city reached its decision. The document should identify the relevant legal criteria such as statutory standards or code provisions, explain the relevant facts relating to the particular application, and then apply those facts to the legal criteria.

B. Show your work

Like a math exam in school, it is important to be complete and to "show your work." Showing your work can be more important than reaching a particular result. Explaining the method of reasoning followed by the city in judging an application helps ensure the city is on the right track. If a reader can tell how you reached your result, without having to guess, you have showed your work. But if the reader is left guessing, then the city may be on shaky ground.

C. Look up the law

Before setting out to find facts, a little investigation is needed. A crucial early step is to identify the relevant legal standards. For example, applications for conditional use permits are subject to standards that should be spelled out in city ordinance. Determine exactly what ordinance standards apply. Reference and quote the relevant standards in your findings.

D. Provide relevant facts

Findings of fact should state all of the relevant facts the city considered in making its decision. A fact is relevant if it proves or disproves that the application meets the legal standards. For instance, if an applicant is seeking a conditional use permit where the effect of traffic on adjacent properties is an ordinance standard, then the city should look for facts related to traffic impacts. It is important to address each and every relevant legal standard by describing relevant facts.

RELEVANT LINKS:

Minnetonka Congregation of Jehovah's Witnesses, Inc. v. Svej, 226 N.W.2d 306 (Minn. 1975).

E. Stay on track

Sometimes issues arise that don't relate to the legal standards. If city officials start to discuss and debate the facts of the application without limiting themselves to the relevant legal standards, a lot of time and energy can be wasted on issues that don't lead to a solution. Arguments about irrelevant facts can easily lead the city astray. Don't include irrelevant facts in your findings.

F. Beware opposition

Neighborhood opposition is perhaps the most challenging issue to deal with when considering the merits of a particular land use request. Case law holds that the opinions of neighbors should not be the sole basis for a particular city action. While residents can bring to light helpful information that relate to the legal standards, opposition alone is never a legally relevant finding.

G. Don't parrot

Findings must adequately describe the reasoning for a decision. Ambiguous, conclusory or boiler plate language does not usually provide a sufficient explanation of the decision's rationale. Merely restating or "parroting" the legal standard is not enough. It is important to state the legal criteria. But more needs to be done to explain why the standard is or is not met.

H. Just because

One of the simplest techniques to ensure findings sufficiently connect the decision to legal standards is to use the word "because." Read each statement carefully before completing the finding. What you write after the word "because" in each finding must support the statement that introduces the finding. A similar approach is to phrase the standard as question, and then provide a detailed answer.

I. Don't assume

Don't assume the reader knows about your city or has any background about the decisions. Present a complete picture, by telling the whole story. Written findings should be clear to someone unfamiliar with the matter. A person who knows nothing about your city or subject property should be able to read the findings and know what decision was made and why.

RELEVANT LINKS:

Jed Burkett
Loss Control Land Use
Attorney
651.281.1247
jburrkett@lmc.org

J. Presentation matters

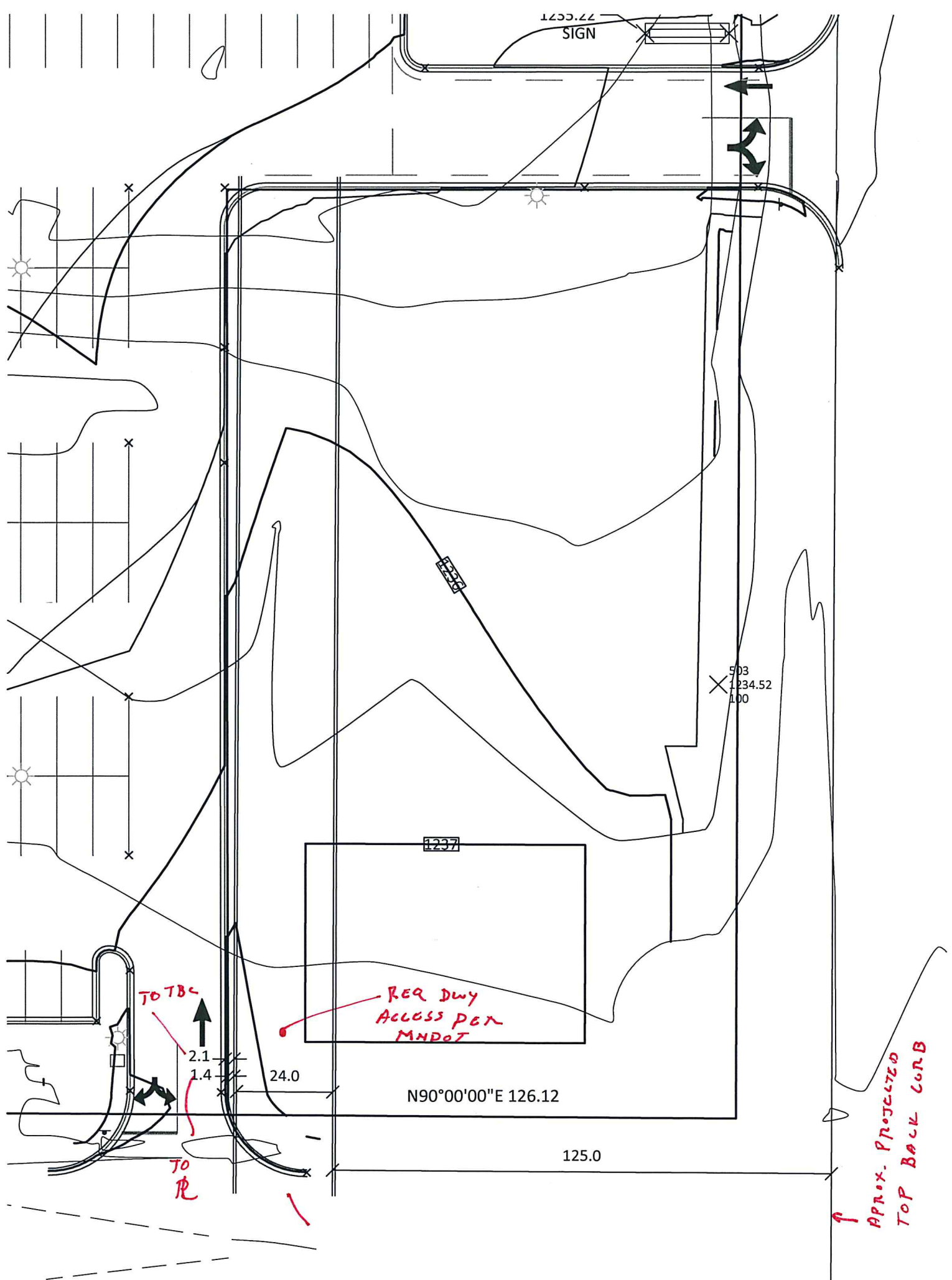
Presentation can be important if you want to be taken seriously. So check your spelling, use correct grammar, avoid pronounces, and don't try to be funny. If you take the care to present well, it reinforces the idea that the city knows what it is doing and acted for good sound reasons.

K. Get help

Sometimes a city might find itself in over its head, and it can be important to seek guidance. Be sure you understand the statements in your findings. For example, if you do not know what the comprehensive plan provides, do not try to complete a finding regarding the comprehensive plan until you learn what it states. Consult a planner or the city attorney or contact the League.

L. Conclude

Written findings should identify the relevant legal criteria such as statutory standards or code provisions, explain the relevant facts relating to the particular application, and then apply those facts to the legal criteria to reach a conclusion. Sometimes more than one conclusion is possible. If the city takes care to develop thoughtful findings of fact that relate to the relevant legal standards, then there should be no mystery as to why the city reached the decision it did.



**CITY OF KASSON DEVELOPMENT AGREEMENT
WITH
RONALD F. CARLSEN ENTERPRISES, INC.**

Dated April 2, 2018

This Document was Drafted By:

Melanie J. Leth
Weber, Leth & Woessner, PLC
P.O. Box 130
Dodge Center, MN 55927

CITY OF KASSON DEVELOPMENT AGREEMENT
WITH
RONALD F. CARLSEN ENTERPRISES, INC.

This Development Agreement (the "Agreement") is made this 2nd day of April, 2018, by Ronald F. Carlsen Enterprises, Inc., a Minnesota corporation ("Carlsen" or "Buyer") and the City of Kasson, a Minnesota municipal corporation ("City" or "Seller").

RECITALS

WHEREAS, Seller is a Minnesota municipal corporation located at 401 5th Street SE, Kasson, Minnesota 55944, and the owner of Property, legally described as Lot 15, Block 26, Original Plat, except the East 17 feet thereof, and Outlot B, Shopko Addition, all in the City of Kasson ("the Property").

WHEREAS, Buyer is a Minnesota corporation located at 61698 257th Avenue, Mantorville, Minnesota 55955. Buyer desires to purchase the Property owned by the City and to construct thereon two commercial office buildings.

WHEREAS, Seller desires to sell the Property, and Buyer desires to purchase the Property. The parties have agreed to the terms of the sale, which are set forth hereinafter and are set forth in the Commercial Purchase Agreement dated April 2, 2018.

WHEREAS, this Agreement is made in compliance with applicable federal, state, and local laws.

NOW THEREFORE, to induce the City to sell the property to Buyer, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Commercial Purchase Agreement. The parties shall enter into a Commercial Purchase Agreement for the Property in substantially the form of Exhibit 1 attached to this Agreement.

2. Construction of Improvements. Buyer shall within two years of the date of its purchase of the Property, make improvements to the Property including but not limited to constructing at least one 2,900 square foot or larger commercial office building upon the Property in accordance with building plans that shall be submitted to and approved by the City, in compliance with all federal, state, and local laws and regulations, and in compliance with any Comprehensive Plan that the City has adopted as of the date of its purchase of the Property, which may include the Property in an extension of the City's downtown commercial district with required design guidelines.

3. Representations and Warranties: Buyer represents and warrants to the City the following:

(a) Buyer is duly authorized and empowered to execute, deliver, and perform this Agreement and to purchase the Property from the City.

(b) The execution and delivery of this Agreement, and the performance by Buyer of its obligations hereunder, do not and will not violate or conflict with any provision of law and do not and will not violate or conflict with, or cause any default or event of default to occur under, any agreement binding upon Buyer.

(c) The execution and delivery of this Agreement has been duly approved by all necessary actions of Buyer, and this Agreement has in fact been duly executed and delivered by Buyer and constitutes its lawful and binding obligation, legally enforceable against it.

(d) Buyer will construct the commercial office building upon the Property as set forth above in accordance with the terms of this Agreement and all federal, state, and local laws and regulations (including but not limited to, environmental, zoning, building code and public health laws and regulations).

(e) Buyer warrants that it has fully complied with all applicable state and federal laws pertaining to its business and will continue to comply throughout the terms of this Agreement. If at any time Buyer receives notice of noncompliance from any governmental entity, Buyer agrees to take any necessary action to comply with the state or federal law in question.

4. Event of Default by Buyer. The following shall be Events of Default under this Agreement and the terms Events of Default shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any one or more of the following events:

(a) Any representation or warranty made by Buyer herein or in any document, instrument, or certificate given in connection with this Agreement, that is false when made.

(b) Failure by Buyer to complete construction of the improvements as set forth in paragraph 2 above.

(c) Any other breach or failure of Buyer to perform any other term or condition of the Commercial Purchase Agreement or this Agreement, even if not specifically described as an Event of Default in this Agreement, if such breach or failure continues for a period of thirty (30) days after the City has given written notice to the Buyer specifying such default or breach, unless the City agrees in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the City will not unreasonably withhold its consent to an extension of such

time if corrective action is instituted by the Buyer within the applicable period and is being diligently pursued until the Default is corrected, but no such extension shall be given for an Event of Default that can be cured by the payment of money.

5. City's Remedies upon Buyer's Default. Upon an Event of Default by Buyer, and after provision by the City of written notice if required, the City shall have the right to exercise any or all of the following remedies (and any other rights and remedies available to it):

(a) Take whatever action, including legal, equitable, or administrative action, to enforce compliance with this Agreement.

(b) Re-enter and take possession of the Property conveyed by the Limited Warranty Deed to Buyer, and terminate and re-vest fee title to the Property in the City, its assigns or successors in interest, as described as the "Reversionary Interest" in the Limited Warranty Deed. Such Reversionary Interest shall automatically terminate if construction of the improvements upon the Property as set forth above are completed within two years of the date of Buyer's purchase of the Property, unless the date is extended by mutual agreement of the parties. The City shall execute and deliver a release of this reversionary interest upon completion of the improvements as set forth above.

(c) No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

6. Costs. Each party shall each be responsible for and pay its own attorney fees and costs associated with the sale and this Agreement except as set forth below.

7. City's Costs of Enforcement of Agreement. If an Event of Default has occurred as provided herein, then upon demand by the City, Buyer shall pay or reimburse the City within ten (10) days for all expenses, including all attorney fees and expenses incurred by the City in connection with the enforcement of this Agreement, or in connection with the protection or enforcement of the interests of the City in any litigation or bankruptcy or insolvency proceeding or in any action or proceeding relating in any way to the transactions contemplated by this Agreement.

8. Recording. This Agreement shall be in recordable form and shall be promptly recorded in the office of the Dodge County Recorder at the expense of the Buyer.

9. Indemnification.

(a) Buyer shall and does agree to protect, defend, indemnify and hold the City of Kasson, Minnesota, and its officers, agents, and employees, harmless of and from any and all liability, loss, or damage that they may incur under or by reason of this Agreement, and of and from any and all claims and demands whatsoever that may be asserted against the City by reason of any

alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained herein.

(b) This indemnification and hold harmless provision shall survive the execution, delivery, and performance of this Agreement and the Commercial Purchase Agreement. Buyer waives notice of the acceptance of this Agreement by the City of Kasson, Minnesota.

(c) Nothing in this Agreement shall constitute a waiver of or limitation on any immunity from or limitation on liability to which Buyer is entitled under law.

10. Miscellaneous.

(a) *Waiver.* The performance or observance of any promise or condition set forth in this Agreement may be waived, amended, or modified only by a writing signed by Buyer and the City. No delay in the exercise of any power, right, or remedy shall operate as a waiver thereof. No single or partial exercise of any other power, right, or remedy shall be deemed to waive any other concurrent, previous or subsequent breach.

(b) *Assignment.* This Agreement shall be binding upon Buyer and its successors and assigns and shall inure to the benefit of the City and its successors and assigns. All rights and powers specifically conferred upon the City may be transferred or delegated by the City to any of its successors and assigns. Buyer's rights and obligations under this Agreement may be assigned only when such assignment is approved in writing by the City.

(c) *Governing Law.* This Agreement is made and shall be governed in all respects by the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

(d) *Merger.* None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring any interest in the Property and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

(e) *Severability.* If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications that can be given effect, and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.

(f) *Notice.* All notices required hereunder shall be given by depositing in the U.S. mail, postage prepaid, certified mail, return receipt requested, to the following addresses (or such other addresses as either party may notify the other):

To City: City of Kasson
401 5th Street SE
Kasson, MN 55944

To Buyer: Ronald F. Carlsen Enterprises, Inc.
61698 257th Avenue
Mantorville, MN 55955

(g) *Entire Agreement.* This Agreement, together with its Exhibits, and the Commercial Purchase Agreement, all of which are incorporated herein by reference, constitute the complete and exclusive statement of all mutual understandings between the parties with respect to this Agreement, superseding all prior or contemporaneous proposals, communications, and understandings, whether oral or written, concerning the sale.

(h) *Headings.* The headings appearing at the beginning of the several sections contained in this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the proper officers thereunto duly authorized on the day and year first written above.

CITY OF KASSON

RONALD F. CARLSEN ENTERPRISES, INC.

By: _____
Chris McKern, Mayor

By: Ronald F. Carlsen
Ronald F. Carlsen, IT's President

By: _____
Theresa Coleman, City Administrator

STATE OF MINNESOTA)

COUNTY OF DODGE)

ss.

The foregoing instrument was acknowledged before me on _____, 2018, by Chris McKern and Theresa Coleman, the Mayor and the City Administrator, respectively, of the City of Kasson, a Minnesota municipal corporation, on behalf of the City.

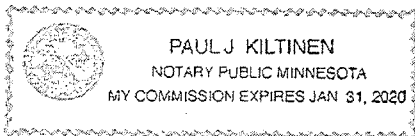
Notary Public - State of Minnesota

STATE OF MINNESOTA)

COUNTY OF DODGE)

ss.

The foregoing instrument was acknowledged before me on March 30, 2018, by Ronald F. Carlsen, the President of Ronald F. Carlsen Enterprises, Inc., a Minnesota corporation, on behalf of the corporation.



Notary Public - State of Minnesota

To City: City of Kasson
401 5th Street SE
Kasson, MN 55944

To Buyer: Ronald F. Carlsen Enterprises, Inc.
61698 257th Avenue
Mantorville, MN 55955


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CITY OF KASSON

RONALD F. CARLSEN ENTERPRISES, INC.

By: 
Chris McKern, Mayor

By: _____
Ronald F. Carlsen, _____

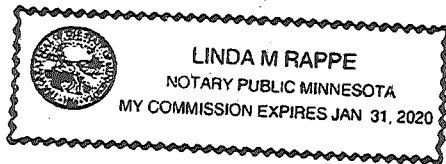
By: 
Theresa Coleman, City Administrator

STATE OF MINNESOTA)

) ss.

COUNTY OF DODGE)

The foregoing instrument was acknowledged before me on April 2, 2018, by Chris McKern and Theresa Coleman, the Mayor and the City Administrator, respectively, of the City of Kasson, a Minnesota municipal corporation, on behalf of the City.



Linda Rappe
Notary Public - State of Minnesota

STATE OF MINNESOTA)

) ss.

COUNTY OF DODGE)

The foregoing instrument was acknowledged before me on _____, 2018, by Ronald F. Carlsen, the _____ of Ronald F. Carlsen Enterprises, Inc., a Minnesota corporation, on behalf of the corporation.

Notary Public - State of Minnesota

EXHIBIT 1
COMMERCIAL PURCHASE AGREEMENT

1. **PARTIES.** This Purchase Agreement is made on APRIL 2, 2018, by and between the City of Kasson, a Minnesota municipal corporation, SELLER, located at 401 5th Street SE, Kasson, Minnesota 55944, and Ronald F. Carlsen Enterprises, Inc., a Minnesota corporation, BUYER, located at 61698 257th Avenue, Mantorville, Minnesota 55955.

2. **OFFER/ACCEPTANCE.** Buyer offers to purchase and Seller agrees to sell Real Property legally described as Lot 15, Block 26, Original Plat, except the East 17 feet thereof, and Outlot B, Shopko Addition, all in the City of Kasson.

3. **ACCEPTANCE DEADLINE.** April 1, 2018.

4. **BUYER'S CONTINGENCY.** Buyer's obligations under this Purchase Agreement are contingent upon Buyer obtaining access to the property at its cost and to its satisfaction in its sole discretion. If Buyer is unable to obtain such access to the property by OCTOBER 1, 2018, then this Purchase Agreement shall be void; however, the parties may extend this deadline by written agreement. Buyer may waive this contingency by giving written notice to Seller.

5. **SURVEY.** Seller shall provide Buyer with a Certificate of Survey for the Real Property at Seller's expense.

6. **PRICE.** The price for the Real Property included in this sale is Eighty Thousand Dollars (\$80,000.00). The total amount due from Buyer shall be paid by certified check on or before the DATE OF CLOSING.

7. **DEED/MARKETABLE TITLE.** Upon performance by Buyer, Seller shall execute and deliver a Limited Warranty Deed, conveying marketable title, subject to:

- (A) Building and zoning laws, ordinances, state and federal regulations;
- (B) Restrictions relating to the use and improvement of the property;
- (C) Reservation of any minerals or mineral rights by the State of Minnesota;
- (D) Utility and drainage easements; and
- (E) The following exceptions to title which constitute encumbrances or restrictions which have been disclosed to Buyer and accepted by Buyer in this Purchase Agreement (must be specified in writing):
 - (1) Use Restriction and Covenant dated June 25, 2014, recorded July 14, 2014, as Document A206550; and

(2) All other matters of record and/or known to Buyer.

8. **RESTRICTION ON USE.** Buyer agrees to construct the improvements upon the property as set forth in paragraph 2 of the Development Agreement between Buyer and Seller dated April 2, 2018 as a condition of sale and final conveyance of the Property. Buyer agrees that all such improvements shall be completed by December 1, 2019. The deed of conveyance shall contain a reverter clause whereby the property will be reconveyed to Seller should Buyer default in improving the property by this date.

9. **REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.** Buyer shall pay real estate taxes due and payable in the year following closing and thereafter and any unpaid special assessments payable therewith and thereafter, the payment of which is not otherwise provided for herein.

Real estate taxes due and payable in and for the year of closing shall be prorated between Seller and Buyer on a calendar year basis to the actual DATE OF CLOSING.

BUYER SHALL ASSUME all installments of special assessments certified for payment with the real estate taxes due and payable in the year of closing.

BUYER SHALL ASSUME all other special assessments levied as of the date of this Agreement.

BUYER SHALL ASSUME special assessments pending as of the date of this agreement.

SELLER SHALL PAY ON DATE OF CLOSING any deferred or delinquent real estate taxes or special assessments.

Taxes due and payable in the year of closing are non-homestead classification. Seller makes no representation concerning the amount of future real estate taxes or of future special assessments.

10. **AS IS CONDITION OF PROPERTY.** This property is sold in "as is" and "where is" condition with no representations or warranties of any kind or nature except as specifically set forth herein.

11. **DISCLOSURE OF NOTICES.** Seller has not received any notice from any governmental authority as to violation of any law, ordinance or regulation. If the property is subject to restrictive covenants, Seller has not received any notice from any person as to a breach of the covenants.

12. **TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS CONTRACT.**

13. **PRIVATE SEWER SYSTEM.** Seller certifies that it does not know of a private sewer system on or serving the property.

14. **WELLS.** Seller certifies that it does not know of any wells on or serving the ~~property~~.

15. **POSSESSION.** Seller shall deliver possession of the property not later than the DATE OF CLOSING.

16. **STATE DEED TAX AND CLOSING FEE.** Seller shall pay all state deed tax regarding the Deed to be delivered by Seller under this Agreement. Buyer and Seller shall each pay its own attorney and closing fees related to the real property.

17. **EXAMINATION OF TITLE.** To demonstrate that Seller's title is insurable for marketability, within a reasonable time after acceptance of this Agreement, Seller shall furnish Buyer with a Commitment for Title Insurance.

18. **TITLE CORRECTIONS AND REMEDIES.** Seller has the right, but not the obligation to cure any alleged title defects. Buyer may cancel this Agreement if Buyer finds title objectionable.

19. **NOTICES.** All notices required herein shall be in writing and delivered personally or mailed to the addresses as shown at Paragraph 1, above and if mailed, are effective as of the date of mailing. In addition, any notice to the Seller shall also be given to:

City Administrator
Kasson City Hall
401 5th Street SE
Kasson, MN 55944
cityadministrator@cityofkasson.com

20. **SUBDIVISION OF LAND.** Seller warrants that the legal description of the Real Property to be conveyed has been or will be approved for recording as of the DATE OF CLOSING.

21. **MINNESOTA LAW.** This Agreement shall be governed by the laws of the State of Minnesota.

22. **REPRESENTATION.** Weber, Leth, & Woessner, PLC is representing the Seller in the preparation of this Agreement and the closing hereunder. Buyer is advised to seek separate legal counsel.

[The rest of this page is intentionally left blank.]

I agree to sell the property for the price and
terms and conditions set forth above.

I agree to purchase the property for the price
and conditions set forth above.

Dated: _____, 2018

Dated: March 30, 2018

CITY OF KASSON (Seller)

RONALD F. CARLSEN ENTERPRISES,
INC. (Buyer)

By

By

Chris McKern, Mayor

Ronald F. Carlsen
Ronald F. Carlsen

By

Theresa Coleman, City Administrator

I agree to sell the property for the price and
terms and conditions set forth above.

I agree to purchase the property for the price
and conditions set forth above.

Dated: APRIL 2, 2018

Dated: _____, 2018

CITY OF KASSON (Seller)

RONALD F. CARLSEN ENTERPRISES,
INC. (Buyer)

By



Chris McKern, Mayor

By

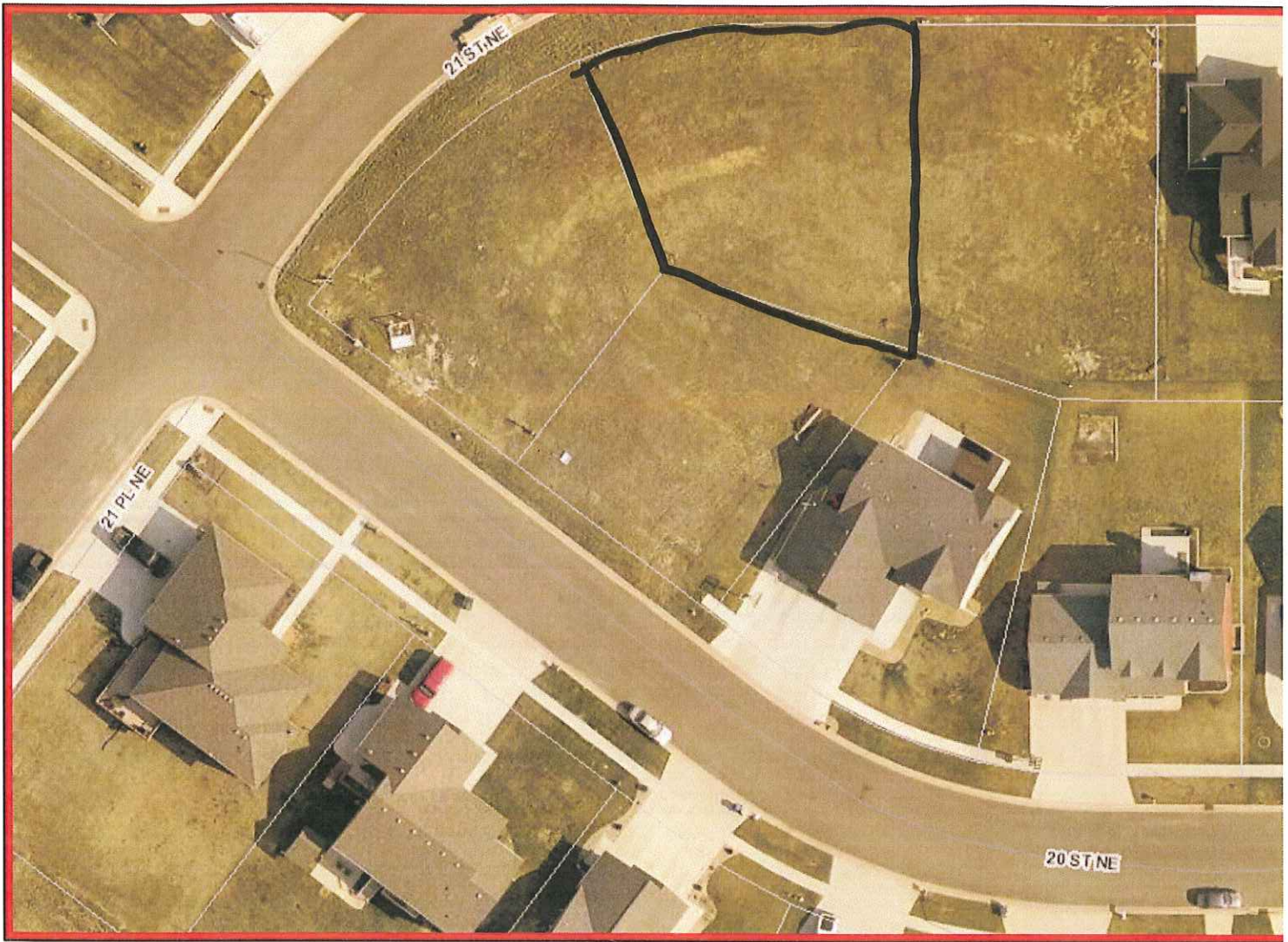
Ronald F. Carlsen

By



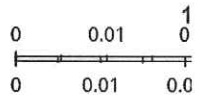
Theresa Coleman, City Administrator

ArcGIS WebMap



June 7, 2018

Parcels — CARP — CSAHG — PVT — SHWY — USHWY
Roads — CITY — CSAHP — RR — TWP
CARG



NPGS

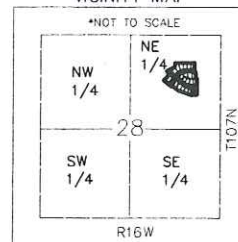
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21

KASSON MEADOWS FIFTH SUBDIVISION

Prepared By: **WHKS & CO.**
2805 S. BROADWAY, ROCHESTER, MN, 55901
ENGINEERS PLANNERS LAND SURVEYORS
MASON CITY, IA DUBUQUE, IA AMES, IA ROCHESTER, MN
PREPARED: 09/19/08

VICINITY MAP



LEGEND

- - FOUND MONUMENTS (1/2" PIPE W/ CAP #14888 UNLESS OTHERWISE NOTED)
- - SET MONUMENTS (3/8" REBAR W/ CAP #42198 UNLESS OTHERWISE NOTED)
- U.E. - UTILITY EASEMENT
- () - RECORD DIMENSION: KASSON MEADOWS
- [] - RECORD DIMENSION: KASSON MEADOWS 4TH SUBD.
- | | - RECORD DIMENSION: KASSON MEADOWS 3RD SUBD.
- - - EASEMENT LINE

UTILITY EASEMENT DEFINED
AN UNOBSTRUCTED EASEMENT FOR THE CONSTRUCTION
AND MAINTENANCE OF ALL NECESSARY UNDERGROUND OR
SURFACE PUBLIC UTILITIES INCLUDING RIGHTS TO
CONDUCT DRAINAGE AND TRIMMING IN SAID EASEMENT

BASIS OF BEARINGS: THE EAST LINE OF THE NE 1/4 OF
SECTION 28, T107N, R16W IS ASSUMED TO BEAR
S00°01'48"E

0 25 50 75 100
SCALE IN FEET
1"=50'

D	CH	BEARING
1	S49°46'59"E	
2	N37°10'19"W	
3	S40°07'46"E	
4	S40°07'46"E	
5	S63°44'10"W	
6	S42°54'34"W	
7	S57°07'21"W	
8	S73°37'57"W	
9	S85°53'40"W	
10	S52°22'10"W	
11	S78°50'45"W	
12	S71°15'50"E	
13	S64°44'46"E	
14	S83°16'10"E	
15	S58°38'00"E	
16	S72°36'47"E	
17	S85°14'36"E	

paid; there are

order for
and was duly